

TIGARD CITY COUNCIL
MEETING

MAY 23, 2006 6:30 p.m.

TIGARD CITY HALL
13125 SW HALL BLVD
TIGARD, OR 97223

PUBLIC NOTICE:

Anyone wishing to speak on an agenda item should sign on the appropriate sign-up sheet(s). If no sheet is available, ask to be recognized by the Mayor at the beginning of that agenda item. Citizen Communication items are asked to be two minutes or less. Longer matters can be set for a future Agenda by contacting either the Mayor or the City Manager.

Times noted are estimated; it is recommended that persons interested in testifying be present by 7:15 p.m. to sign in on the testimony sign-in sheet. Business agenda items can be heard in any order after 7:30 p.m.

Assistive Listening Devices are available for persons with impaired hearing and should be scheduled for Council meetings by noon on the Monday prior to the Council meeting. Please call 503-639-4171, ext. 2410 (voice) or 503-684-2772 (TDD - Telecommunications Devices for the Deaf).

Upon request, the City will also endeavor to arrange for the following services:

- Qualified sign language interpreters for persons with speech or hearing impairments; and
- Qualified bilingual interpreters.

Since these services must be scheduled with outside service providers, it is important to allow as much lead time as possible. Please notify the City of your need by 5:00 p.m. on the Thursday preceding the meeting by calling: 503-639-4171, ext. 2410 (voice) or 503-684-2772 (TDD - Telecommunications Devices for the Deaf).

SEE ATTACHED AGENDA

A G E N D A

TIGARD CITY COUNCIL MEETING

6:30 PM

- STUDY SESSION

- > Public Internet Access at the Library
 - ◆ Library Staff
- > Regulations Requiring Annual Residential Backflow Device Inspections
 - ◆ Public Works Staff
- > Police Car Markings
 - ◆ Police Staff
- > Entrance Signs
 - ◆ Public Works Staff

- EXECUTIVE SESSION: The Tigard City Council may go into Executive Session. If an Executive Session is called to order, the appropriate ORS citation will be announced identifying the applicable statute. All discussions are confidential and those present may disclose nothing from the Session. Representatives of the news media are allowed to attend Executive Sessions, as provided by ORS 192.660(4), but must not disclose any information discussed. No Executive Session may be held for the purpose of taking any final action or making any final decision. Executive Sessions are closed to the public.

7:30 PM

1. BUSINESS MEETING

- 1.1 Call to Order - City Council & Local Contract Review Board
- 1.2 Roll Call
- 1.3 Pledge of Allegiance
- 1.4 Council Communications & Liaison Reports
 - ◆ Report from the Mayor and Council Members on the National League of Cities Congressional City Conference
- 1.5 Call to Council and Staff for Non-Agenda Items

2. PROCLAMATIONS

- 2.1 Proclaim June 3 and 4, 2006 as Tualatin River National Wildlife Refuge Grand Opening Weekend in the City of Tigard
 - ◆ Mayor Dirksen

3. CITIZEN COMMUNICATION (Two Minutes or Less, Please)

- Tigard Area Chamber of Commerce Representative
- Follow-up to Previous Citizen Communication

4. CONSENT AGENDA: These items are considered to be routine and may be enacted in one motion without separate discussion. Anyone may request that an item be removed by motion for discussion and separate action. Motion to:

- 4.1 Authorize the City Manager to Sign Dedication Deeds for a Proposed Extension of Wall Street – Resolution No. 06-_____
- 4.2 Authorize the City Manager to Sign a Dedication Deed Transferring Title of Reserve Access Strips to the Public – Resolution No. 06-_____
- 4.3 Local Contract Review Board
 - a. Approve Purchase of Replacement Pipeline Video Inspection Van from Pearpoint
 - b. Award Engineering Services Contract for Proposed Local Improvement District in the Tigard Triangle to Group Mackenzie
- *Consent Agenda - Items Removed for Separate Discussion: Any items requested to be removed from the Consent Agenda for separate discussion will be considered immediately after the Council has voted on those items which do not need discussion.*

5. ACKNOWLEDGE EXCELLENCE IN COMMUNICATION AND CONSERVATION AWARD FOR THE TIGARD'S WATER CONSERVATION CALENDAR

- ♦ Staff Report: Public Works Staff

6. FORMAL GRADUATION OF VOLUNTEERS AND CITY STAFF FOR SUCCESSFUL COMPLETION OF THE CITY'S COMMUNITY EMERGENCY RESPONSE TEAM (CERT) PROGRAM

- ♦ Staff Report: Public Works Staff

7. ADOPT TIGARD POLICE OFFICERS ASSOCIATION COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF TIGARD AND THE TIGARD POLICE OFFICERS ASSOCIATION AND AUTHORIZE THE CITY MANAGER TO SIGN THE AGREEMENT

- ♦ Staff Report: Administration Staff
- ♦ Council Discussion
- ♦ Council Consideration: Resolution No. 06-_____

8. CONSIDER NAMING THE COOK PARK BASEBALL FIELDS THE "JOHN ANDERSON BASEBALL FIELDS"
 - ◆ Staff Report: Public Works Staff
 - ◆ Council Discussion
 - ◆ Council Consideration: Resolution No. 06-_____
9. ACCEPT DEDICATED OPEN SPACE FROM VENTURE PROPERTIES, INC.
 - ◆ Staff Report: Public Works Staff
 - ◆ Council Discussion
 - ◆ Council Consideration: Motion to accept the dedicated property and authorize the City Engineer to sign the dedication deed on behalf of the City of Tigard.
10. APPROVE CITY OF PORTLAND WATER CONTRACT
 - ◆ Staff Report: Public Works Staff
 - ◆ Council Discussion
 - ◆ Council Consideration: Motion to approve the City of Portland Water Contract
11. APPROVE AMENDMENT TO THE TIGARD MUNICIPAL CODE BY ADDING A DEFINITION OF "CITY ENGINEER" (SECTION 1.04.010)
 - ◆ Staff Report: Administration Staff
 - ◆ Council Discussion
 - ◆ Council Consideration: Ordinance No. 06-_____
12. COUNCIL LIAISON REPORTS
13. NON AGENDA ITEMS
14. EXECUTIVE SESSION: The Tigard City Council may go into Executive Session. If an Executive Session is called to order, the appropriate ORS citation will be announced identifying the applicable statute. All discussions are confidential and those present may disclose nothing from the Session. Representatives of the news media are allowed to attend Executive Sessions, as provided by ORS 192.660(4), but must not disclose any information discussed. No Executive Session may be held for the purpose of taking any final action or making any final decision. Executive Sessions are closed to the public.
15. ADJOURNMENT

I:\adml\cathy\lccal\2006\060523.doc

Agenda Item #

Meeting Date

Study Session

5/23/06

COUNCIL AGENDA ITEM SUMMARY

City Of Tigard, Oregon

Issue/Agenda Title Public Internet Access at the Library

Prepared By: Margaret Barnes Dept Head Okay MB City Mgr Okay cl

ISSUE BEFORE THE COUNCIL AND KEY FACTS

Council requested additional clarification on public internet access at the library.

- On 4/25/06 Council approved by consent an agreement with Washington County Cooperative Library Services (WCCLS) that allows the County to install an internet filtering system on library computers.
- This system will be installed on the second floor computers in the adult area. It will give people a choice whether or not to filter their Internet sessions. The computers in the children's area will remain filtered as they have been.
- The Tigard Library has never filtered its adult computers, but believes it is appropriate to offer users a choice of filters from a drop-down menu.

STAFF RECOMMENDATION

Allow WCCLS to install the filtering system and continue the library's existing policy by maintaining the current level of filtering as the default. Provide patrons the option to select Adult or Child filters from the drop-down menu.

KEY FACTS AND INFORMATION SUMMARY

- The Tigard Library has had unfiltered terminals for more than a decade. During that time it has received few complaints about Internet content.
- At its May 11 meeting, the Library Board voted unanimously to reaffirm the Library's existing policy and recommended continuing unfiltered access as the default option with the goal of providing open, free access to information. The Board also supported a simple way for patrons to access filters. By providing a choice, the system will allow the library to fulfill its mission to provide a wide range of perspectives, materials and opinions while also providing individuals with an option.
- No filtering system is fool-proof. Even the most respected filters screen out some legitimate sites.
- Of 127 comments about the Internet in the Library's annual survey this year, only two comments mentioned Internet content. One of them recommended more filtered computers in the Children's area; the other recommended blocking unsavory content. The majority of comments about the Internet are from patrons requesting more work stations or longer sessions. The Library has also received one letter supporting Internet filtering.
- Although the filtering system will be installed by WCCLS, each library can choose its own default setting. For their adult computers, three libraries, including Tigard, have selected the unfiltered option for the default; five libraries have selected the adult filtered option, and three libraries have chosen not to install the new system.

OTHER ALTERNATIVES CONSIDERED

1. Maintain the existing system that provides no option for filters.
2. Filter all stations, which could deny users access to critical information or to controversial material needed for educational purposes.
3. Replace existing screens on the monitors with the ones that obscure the screen more; thus preventing people in close proximity to the terminals from witnessing what others are viewing.

COUNCIL GOALS AND TIGARD BEYOND TOMORROW VISION STATEMENT

Vision Task Force Goal #3: Adequate facilities are available for efficient delivery of life-long learning programs and services for all ages.

ATTACHMENT LIST

3/29/06 Memo: Internet Use at the Library
Screen print example of drop-down menu

FISCAL NOTES

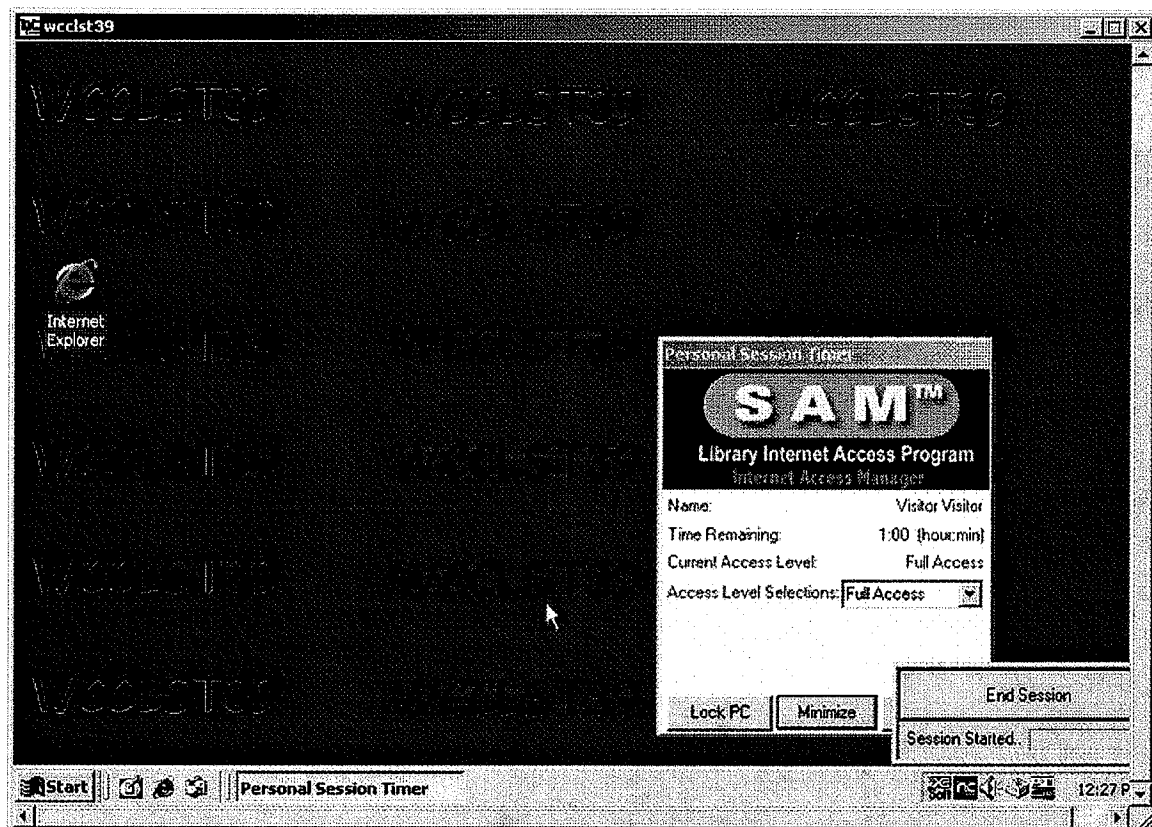
No financial impact unless additional equipment, such as screens, are added. WCCLS is paying the cost of installing the system.

Embedded here is a screen shot example of how the integration of the internet filter device and SAM time management will look to the end-user patron. This is a mock-up since we do not yet have the filter device in-house, but it provides a visual showing how the default and the drop-down menu will work. The SAM personal session timer has an additional drop-down menu called "Access Level Selections." That is where the Policy Group's choices of Unfiltered, Adult Filtered, and Child Filtered will appear as configured for each SAM virtual branch or zone. The user would then have the option to select the access level most comfortable and appropriate to her/him. In this example, the default is called "Full Access."

Where the user has no choice the drop-down list will not open to anything. There is not a technical option to add a "librarian only" access level. The access level either does or does not provide choice. As you know, both groups and individuals continue to bring lawsuits related to both over-blocking and under-blocking.

The overall blocked categories are set at the system level. That is why all member libraries had to agree on the definitions for our blocking categories: Unfiltered, Adult Filtered, and Child Filtered. Any alteration of those definitions requires a group discussion/decision. In addition, if we believe that the filter device vendor has made an error in categorizing a specific URL, we may make appeal to the vendor for review of that URL.

Barbara Kesel, Library Automation Systems Supervisor
Washington County Cooperative Library Services
503-846-3238





COPY

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Margaret Barnes, Library Director *Margaret*

RE: Internet Use at the Library

C: Craig Prosser, City Manager

DATE: March 29, 2006

The Tigard Library has provided access to the Internet for approximately ten years. Members of the community have expressed strong support for this valued resource as evidenced by their responses to the Library's annual surveys. In the 2005 survey, "computers" and "the Internet" were the most popular response to the question: What is your favorite aspect of the new library? That response outnumbered the second most popular response by nearly a 2 to 1 margin.

With the move to the new library, the use of this resource has skyrocketed with approximately 10,000 users a month using the stations. It was also the most popular response in the 2006 survey. Positive comments about the service outnumbered negative comments by 6 to 1. Most of the "negative" comments involved wanting more access and more computers. Only one comment in 106 addressed Internet content.

The Library Board and Library staff are committed to helping everyone have an enjoyable, successful library visit. They regularly review the Internet Acceptable Use Policy, Library Use Guidelines and the Public Computer Rules to ensure these policies and procedures meet the needs and rights of each individual user.

Individuals have different levels of comfort and expertise in searching the Internet. The Tigard Library has worked with other libraries in WCCLS during the past year to investigate the option of a filter system. While no filter system is fool-proof, our libraries want to offer this option to individuals. Although filtering often denies an individual access to critical information or to controversial material for educational purposes, the libraries have concluded that people deserve a choice.

This system is scheduled to be installed in the next few months. The Internet stations on the second floor of the library will provide individuals with a choice of selecting a filtered or non-filtered session. The old library had one filtered Internet station for children to use. In the new library all Internet stations in the Children's Room are filtered and would remain so.

Infrequent instances of inappropriate use of the Internet stations have been addressed conscientiously by the staff and have resulted in the exclusion of some individuals from the library. Considering the number of users accessing the Internet per month, the percentage of such instances is extremely low. The majority of comments regarding the Internet concern the desire for more time for an individual session, the ability to download even faster or requests for even more computers. The library currently has about 66 Internet stations available to the public.

The Internet has become a preferred resource for research. It provides a wealth of information for our community---from job information, to college registration, to the latest stock prices and current medical information. It also contains inaccurate sites or those that may be perceived as controversial or inappropriate by an individual user. Our professional librarians can help guide users toward accurate, authoritative sites if requested. The Internet is merely a part of the entire library collection, which provides a broad range of information on a variety of topics.

A basic premise of public libraries is that each individual has the ability to choose what they want to view or read. The role of the public library in the 21st Century is to continue to provide materials for both education and entertainment. Accomplishing this mission may at times result in confusion or misunderstanding. As a public institution the Library and the City then have a responsibility to educate the community about the critical role of its public library in providing access to a wide spectrum of information and resources.



Agenda Item No. Study Session
Meeting of 5.23.06

MEMORANDUM

TO: The Honorable Mayor and City Council

FROM: Brian Rager, Assistant Public Works Director

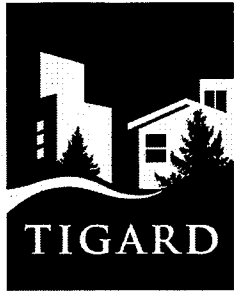
RE: Residential Cross Connection and Backflow Program

DATE: May 23, 2006

Attached is a memorandum from John Goodrich that outlines the state and local regulations concerning cross connection control and backflow prevention. The Public Works Department currently administers a program that targets commercial water customers and is also required to administer a similar program for residential customers.

We would like to visit with the Council and inform them of the regulations and how the Public Works Department will administer the residential portion of the program.

Attachment: Memo from John Goodrich, dated April 13, 2006



MEMORANDUM

TO: Dennis Koellermeier, Public Works Director

FROM: John Goodrich

DATE: April 13, 2006

RE: Residential Backflow Prevention Program

The following information pertaining to the City of Tigard Annual Residential Backflow Prevention Devices Testing Program is provided below for your information and as a tool regarding questions that pertain to the program:

These are the Compliance Rules and Regulations driving this program:

OAR 333-061-0070 (January 31, 2006) – Cross Connection Control Requirements

The water supplier shall ensure that inspection of approved air gaps and/or inspections and tests of approved backflow prevention assemblies protecting the public water system are conducted:

- At the time of installation, any repair or relocation;
- At least annually;
- More frequently than annually for approved backflow prevention assemblies that repeatedly fail, or are protecting health hazard cross connection, as determined by the water supplier;
- After a backflow incident; or
- After an approved air gap is re-plumbed.

Tigard Municipal Code

Cross Connection Control Program

“The purpose of this section is to protect the water supply of the City from contamination or pollution from potential cross connections; and to assure that approved backflow devices are tested annually...”

Anticipated Impact to City Staff:

Currently the City has one full time employee (FTE) designated as a Water Quality Program Coordinator that has the job duty of coordinating and monitoring the City's Cross Connection Program. This program is currently monitoring and insuring annual testing of 1,734 backflow assemblies within the commercial accounts:

- Utilizing a computer maintenance management system (CMMS Hansen) to track and record current installed backflow devices.
- Tracking installation of new commercial account backflow devices
- Performed annual testing for City's backflow assemblies and record-keeping of these devices
- Enforcement of non-compliance to the City and State rules and regulations regarding commercial backflow devices.
- Answering inquiries and provide information regarding cross connection, backflow prevention and annual testing compliance requirements to residents of Tigard.
- Entering data and maintaining the inventory of residential backflow into the computer maintenance management system as they are received for providing customer service. Currently approximately 500 residential customers now test annually with reports being received and tracked within the CMMS.

The current program also has approximately 1,900 residential backflow devices registered with the computer maintenance management system. These additional backflow devices are being added to the tracking system as they are installed through the City Permit process regarding Plumbing Codes.

In order to insure monitoring and testing to meet current compliance rules and regulations, the Water Quality Program Coordinator is:

- Sending out approximately 1,900 letters with additional public awareness brochures to the registered residential customers with backflow devices at their premises.
- Anticipating phone inquiries regarding compliance requirements, testing procedures and other customer questions regarding backflow prevention testing.
- Entering data into the computer maintenance management system to track compliance tests as they are received.
- Send out follow up letters to remind customers about compliance and backflow testing requirements.

Public Works staff does not anticipate that these additional demands to monitor code compliance regarding residential customers will impact the current level of service provided to customers or require any additional staffing levels except for the current 1 FTE Water Quality Program Coordinator.

Future Impacts and Questions to the City regarding this program are:

Shall Public Works staff conduct surveys within the service area of residential irrigation systems to record those customers without approved permitted backflow prevention devices?

At this time we are not anticipating conducting any surveys of illegal, unapproved or inadequate backflow prevention devices. Public Works staff is encouraged to observe and note any discrepancies in plumbing requirements regarding public safety when working within the community for further action. We are seeking compliance of those devices that are approved and permitted within the system to meet code requirements of annual testing.

What will be the enforcement of non-compliance of residential customers regarding annual testing of these devices?

The purpose of the Cross Connection Program is to insure the safety of the public water system. We anticipate that public awareness, consistent follow up letters reinforcing the City's commitment to safe drinking water, personal contact with customers regarding questions about the importance of program compliance and the final threat of loss of service due to non-compliance will address any issues regarding enforcement. We currently use these same techniques to insure compliance within our commercial customer accounts. According to information provided by Tualatin Valley Water District staff, Tigard residents who are publicly served TVWD water are already in compliance to the annual backflow testing program requirements through TVWD letter notification and follow up procedures.

If you have any questions or need further clarification regarding the residential customer compliance portion of the Cross Connection Control Program, please contact me or Hung Nguyen.

John Goodrich
Water Quality and Supply Supervisor

AGENDA ITEM # Study Session
FOR AGENDA OF May 23, 2006

CITY OF TIGARD, OREGON
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE Presentation to Council Incorporating City Logo into Police Car Marking

PREPARED BY: Chief Dickinson DEPT HEAD OK mm CITY MGR OK ck

ISSUE BEFORE THE COUNCIL

Presentation of the proposed Police Car marking designs for consideration.

STAFF RECOMMENDATION

Approve the new City logo design for police cars.

INFORMATION SUMMARY

The City of Tigard adopted a new brand design which is being incorporated into all City design applications. The Police Department displays the City logo on its police cars. The Police Department has been working to incorporate the new City logo into the exterior car markings on police cars. Chief Dickinson will present the product of the Department's efforts to accomplish this task and seek the City Council's approval of the favored design.

OTHER ALTERNATIVES CONSIDERED

There will be alternative designs available for Council consideration.

COUNCIL GOALS AND TIGARD BEYOND TOMORROW VISION STATEMENT

Follow through on 2005 Council Goal - Graphic Identity.

ATTACHMENT LIST

No attachments

FISCAL NOTES

The new markings will be applied to new vehicles as they come on line, and the only additional cost will be the set up fee for the new design.

PROCLAMATION

Tualatin River National Wildlife Refuge Grand Opening

WHEREAS, the Tualatin River National Wildlife Refuge located along the western edge of the City of Tigard, is a regionally significant open space preserving wetlands, riparian corridors, and other floodplain habitats and the fish and wildlife that live in and migrate through the Tualatin River Basin; and

WHEREAS, The Tualatin River National Wildlife Refuge is one of America's few "urban" refuges; and

WHEREAS, the City of Tigard has supported the Tualatin River National Wildlife Refuge by donating funds, publicizing and promoting the Refuge's grand opening ceremony, and by providing citizen volunteers to assist with Refuge restoration and maintenance activities; and

WHEREAS, from its inception, the Tualatin River National Wildlife Refuge has been a unique and broad-based partnership between local communities, federal and state agencies, business groups, and local and national non-profits; and

WHEREAS, the story of this community-based Tualatin River National Wildlife Refuge visitor facilities is nearing completion; and

WHEREAS, the Tualatin River National Wildlife Refuge will take its place among the most important publicly accessible natural areas in Metropolitan Portland and Northwestern Oregon; and

WHEREAS, in celebration of this community dream that has been over 15 years in the making, a Grand Opening Celebration is planned for June 3 & 4, 2006 at the Tualatin River National Wildlife Refuge on State Highway 99W between Sherwood and Tigard;

NOW THEREFORE BE IT RESOLVED THAT I, Craig Dirksen, Mayor of Tigard, on behalf of the entire City Council, do hereby proclaim:

June 3 & 4, 2006 as

Tualatin River National Wildlife Refuge Celebration Weekend

For the purpose of encouraging the citizens of the City of Tigard to tour and enjoy the Refuge on the afternoon of Saturday, June 3 and all day June 4, and in the weeks, months and years to follow.

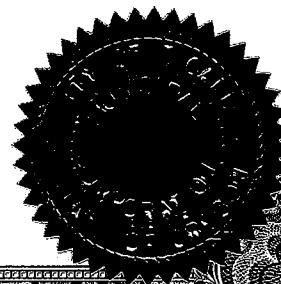
Dated this _____ day of _____ 2006.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Tigard to be affixed.

Craig Dirksen, Mayor
City of Tigard

Attest:

City Recorder



Agenda Item #

4, 1

Meeting Date

May 23, 2006

COUNCIL AGENDA ITEM SUMMARY

City Of Tigard, Oregon

Issue/Agenda Title Right-of-Way Dedication for a Portion of SW Wall Street

Prepared By: G.Berry

Dept Head Okay

apQuenna

City Mgr Okay

CR

ISSUE BEFORE THE COUNCIL AND KEY FACTS

Shall City Council dedicate right-of-way for a portion of SW Wall Street?

STAFF RECOMMENDATION

That City Council approve the attached resolution authorizing the City Manager to sign the attached Dedication Deeds.

KEY FACTS AND INFORMATION SUMMARY

- The 2005-06 Fiscal Year Community Investment Program includes construction of an extension to SW Wall Street along the south end of the library property. The street will provide access to the proposed expanded library parking lot and to the development south of the library, Fanno Pointe Condominiums
- A portion of the proposed extension of SW Wall Street crosses City-owned property along the southerly boundary of the library. Execution of the two attached deeds would convey this property to the public for street purposes.
- The first deed (Exhibit 1) is required to provide right-of-way access to Fanno Pointe Condominiums. The second deed (Exhibit 2) conveys the remaining portion of the right-of-way.
- This project also required approval of a request for a Comprehensive Plan Amendment that the City Council heard and approved on May 9, 2006.

OTHER ALTERNATIVES CONSIDERED

None considered.

COUNCIL GOALS AND TIGARD BEYOND TOMORROW VISION STATEMENT

Transportation and Traffic Goal 1, Improve traffic safety; Strategy 2, Encourage through traffic on ... arterials: The access for Fanno Point Condominiums will be relocated from SW Hall Boulevard, an arterial, to SW Wall Street.

Transportation and Traffic Goal 2, Improve traffic flow; Strategy 2, Look for additional points of connectivity: The proposed right-of-way could be considered for additional extensions that would provide a point of connectivity.

The dedications enforce development standards which support Growth Management Strategy No. 1: Create infill, increased densities ... to allow compatible accommodation of future growth.

ATTACHMENT LIST

Attachment 1: Proposed Resolution

Exhibit 1: Dedication deed with Exhibit A (3 pages)

Exhibit 2: Dedication deed with Exhibit A (4 pages)

FISCAL NOTES

The dedication will not require funding.

i:\eng\2004-2005 fy cip\wall st & library parking lot\5-23-06 wall st right of way\5-23-06 wall st dedication ais.doc

CITY OF TIGARD, OREGON
TIGARD CITY COUNCIL
RESOLUTION NO. 06-_____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN ON BEHALF OF THE CITY DEDICATION DEEDS FOR A PROPOSED EXTENSION OF SW WALL STREET.

WHEREAS, the 2005-06 Fiscal Year Community Investment Program includes construction of an extension to SW Wall Street; and,

WHEREAS, a portion of the proposed street extension crosses City-owned property; and

WHEREAS, when a street is extended, the underlying land needs to be dedicated to the public for street right-of-way purposes; and,

WHEREAS, the City of Tigard desires to convey this land to the public for street purposes.

NOW, THEREFORE, BE IT RESOLVED by the Tigard City Council that:

SECTION 1: The Tigard City Council hereby authorizes the City Manager to sign Dedication Deeds dedicating land to the public for street purposes. Copies of the Dedication Deeds are attached hereto as Exhibits 1 and 2 and incorporated herein by this reference.

SECTION 2: This resolution is effective immediately upon passage.

PASSED: This _____ day of _____ 2006.

Mayor - City of Tigard

ATTEST:

City Recorder - City of Tigard

i:\eng\2004-2005 fy cip\wall st & library parking lot\5-23-06 wall st right of way\5-23-06 wall st dedication res.doc

City Engineer

①

EXHIBIT A

A tract of land for Right-of-Way dedication, variable in width, situated in the Southwest one-quarter of Section 1, Township 2 South, Range 1 West of the Willamette Meridian, City of Tigard, Washington County, Oregon and lying within that tract of land identified as Parcel II described in Washington County Deed Documents 2002-136823, the boundaries of said easement are described as follows:

Beginning at a 5/8" iron rod with plastic cap inscribed DEHAAS & ASSOCIATES INC., set by Washington County Survey Number 29031 to monument the Southeast Corner of said Parcel II and the Southeast Corner of Lot 1, EDGEWOOD, a subdivision recorded in Washington County, Oregon, in Plat Book 2, Page 73; thence North 87°39'27" West, coincident with South line of said Parcel II, a distance of 513.61 feet to the TRUE POINT OF BEGINNING; thence North 75°44'01" East 7.51 feet to the point of curve of a 491.00 foot radius curve left; thence northeasterly 18.77 feet along the arc of said curve, through a central angle of 02°11'24" (the chord bears North 74°38'19" East 18.77 feet); thence leaving said 491.00 foot radius curve, South 15°41'48" East 8.26 feet to a point on the aforementioned South line of Parcel II; thence North 87°39'27" West, coincident with said South line, 27.63 feet to the TRUE POINT OF BEGINNING and containing 106 square feet of land.

Expires 12/31/07

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Daven E. Coate

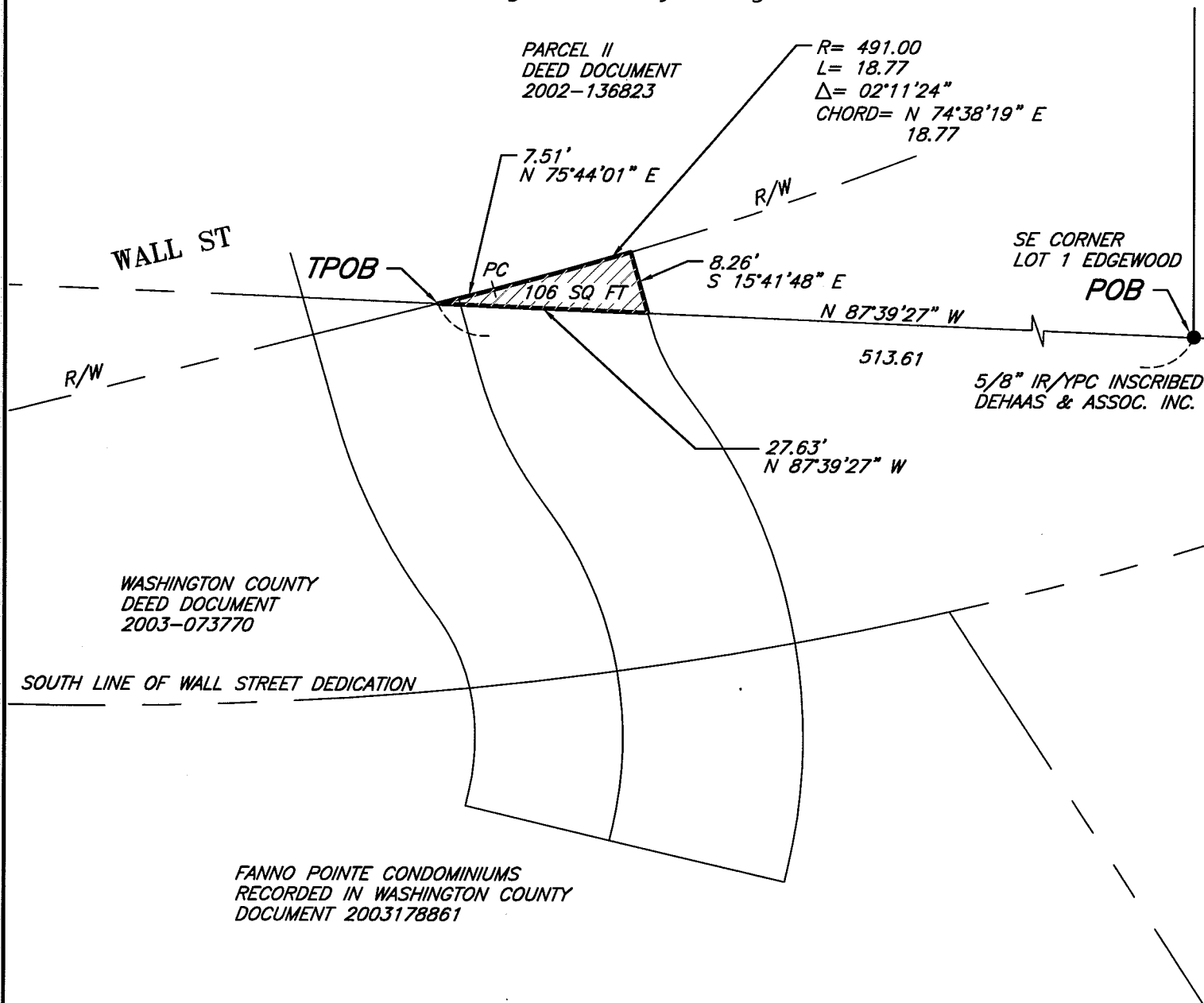
OREGON
JULY 12, 2000
DAVEN E. COATE
52735LS

629 Driveway Ease City to Library
8/26/05


EXHIBIT A

R/W DEDICATION

Located within the SW 1/4 of Section 1, Township 2 South,
Range 1 West, Willamette Meridian, City of Tigard,
Washington County, Oregon



LEGEND

- POB POINT OF BEGINNING
- TPOB TRUE POINT OF BEGINNING
- FOUND MONUMENT
- R/W RIGHT-OF-WAY
-  R/W DEDICATIONS

Prepared by:
**DEHAAS &
ASSOCIATES, INC.**
SUITE 300 - A.G.C. CENTER
9450 S.W. COMMERCE CIRCLE
WILSONVILLE, OREGON 97070
PHONE: (503) 682-2450

Expires 12/31/07

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Daven E. Coate

OREGON
JULY 12, 2000
DAVEN E. COATE
52735LS



PLAN

Scale: 1"=20'

Prepared for:
The CITY of TIGARD

08/26/05
02.629.118

RETURN RECORDED DOCUMENT TO:
CITY HALL RECORDS DEPARTMENT,
CITY OF TIGARD
13125 SW Hall Blvd.
Tigard, OR 97223

CORPORATION

File No. ST 06-03

Exhibit 2
DEDICATION DEED

FOR ROAD OR STREET PURPOSES

Space above reserved for Washington County Recording information

The City of Tigard does hereby dedicate to the public a perpetual right-of-way for street, road, and utility purposes on, over, across, under, along, and within the following described real properties in Washington County, Oregon:

See attached Exhibit A.

To have and to hold the above-described and dedicated rights unto the public forever for uses and purposes hereinabove stated.

The true consideration for this conveyance is \$ 0.00. However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration.

IN WITNESS WHEREOF, I hereunto set my hand on this _____ day of _____, 2006.

City of Tigard, Oregon

13125 SW Hall Blvd. Tigard, OR 97223

Signature

Title

STATE OF OREGON)
) ss.
County of Washington)

This instrument was acknowledged before me on _____ (date) by _____ by: _____
(name(s) of person (s)) as _____ (type of authority, e.g., officer, trustee, etc.) of
_____ (name of party on behalf of whom instrument was executed).

Notary's Signature

My Commission Expires: _____

Accepted on behalf of the City of Tigard this _____ day of _____, 20_____.

City Engineer

5

EXHIBIT A

WALL STREET R/W DEDICATION AND PUBLIC UTILITY EASEMENT

A strip of land variable in width, for roadway purposes (proposed S.W Wall Street) situated in that tract of land described in Document Number 2002-136823, Washington County Deed Records, lying within the Southeast one-quarter of Section 2 and the Southwest one-quarter of Section 1, Township 2 South, Range 1 West of the Willamette Meridian, City of Tigard, Washington County, State of Oregon, said variable width strip of land is described as follows:

Beginning at the Northeast Corner of Lot 2 of EDGEWOOD, Plat Book 2, Page 73; thence North $87^{\circ}39'27''$ West 826.71 feet, coincident with a portion of the North boundary line of said Lot 2 to a point on the East right-of-way of Hall Boulevard said right-of way being situated easterly in direction, a perpendicular distance of 50.00 feet from the monumented centerline of S.W. Hall Boulevard, said point also bears South $87^{\circ}39'27''$ East 49.33 feet on the proposed S.W. Wall Street (hereinafter identified as S.W. Wall Street), centerline and North $02^{\circ}20'33''$ East 20.00 feet from the centerline station 10+00.00 on the intersection of S.W. Hall Blvd. with S.W. Wall Street, and the TRUE POINT OF BEGINNING; Thence returning South $87^{\circ}39'27''$ East, coincident with a portion of said North line of Lot 2, a distance of 313.10 feet to a point on the southeasterly right-of-way line of S.W. Wall Street which bears South $14^{\circ}15'59''$ East 36.00 feet from centerline station 13+59.16; thence North $75^{\circ}44'01''$ East on said right-of-way, 7.50 feet to centerline station 13+66.66 at the point of curve of a 491.00 foot radius curve left; thence northeasterly 117.02 feet along the arc of said curve, through a central angle of $13^{\circ}39'17''$, (the long chord bears North $68^{\circ}54'23''$ East 116.74 feet) to centerline station 14+75.10; thence continuing on said right-of-way North $62^{\circ}04'44''$ East 24.90 feet to centerline station 15+00.00; thence leaving said southeasterly right-of-way, North $27^{\circ}55'16''$ West 72.00 feet to the northwesterly right-of-way of S.W. Wall Street at a point situated a perpendicular distance of 36.00 feet from aforementioned centerline; thence South $62^{\circ}04'44''$ West, coincident with said northwesterly right-of-way on decreasing stationing, 24.90 feet to centerline station 14+75.10 at the point of curve of a 419.00 foot radius curve right; thence southwesterly 99.86 feet along the arc of said curve, through a central angle of $13^{\circ}39'17''$, (the long chord bears South $68^{\circ}54'23''$ West 99.62 feet) to point of curve station 13+66.66; Thence South $75^{\circ}44'01''$ West 131.75 feet to centerline station 12+34.91 at the point of tangency of a 419.00 foot radius curve right; thence southwesterly 121.46 feet along the arc of said curve, through a central angle of $16^{\circ}36'32''$, (the long chord bears South $84^{\circ}02'17''$ West 121.03 feet), to the point of curve at centerline station 11+03.01; thence North $87^{\circ}39'27''$ West, coincident with said right-of-way, 39.76 feet to the point of curve of a 15.00 foot radius curve right; thence northwesterly 23.04 feet along the arc of said curve, through a central angle of $87^{\circ}59'23''$, (the long chord bears North $43^{\circ}39'45''$ West 20.84 feet to a point of cusp on the East right-of-way of Hall Boulevard; thence South $00^{\circ}19'56''$ West, coincident with said East right-of-way, 30.49 feet to the POINT OF BEGINNING and containing 20,467 square feet (0.47 acres), more or less.

5

Together with a strip of land 12 feet in width for a public utility easement in said tract of land described in document number 2002-136823 lying east and contiguous with that 20 foot right-of-way dedication described in document number 2003-130412, Washington County Deed Records, containing 15,121 square feet (0.35 acres), more or less.

Together with a strip of land 8 feet in width for a public utility easement in said tract of land described in document number 2002-136823, lying southerly and contiguous with the previously described S.W. Wall Street, containing 1098 square feet (0.03 acres), more or less.

Together with a strip of land 8 feet in width for a public utility easement in said tract of land described in document number 2002-136823, lying northerly and contiguous with the previously described S.W. Wall Street and easterly and contiguous with the east line of the above described 12 foot public utility easement, containing 3346 square feet (0.08 acres) more or less.

Expires 12/31/07

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Daven E. Coate

OREGON
JULY 12, 2000
DAVEN E. COATE
52735LS

EXHIBIT A

RIGHT OF WAY DEDICATION AND PUBLIC UTILITY EASEMENTS

Located within the SE 1/4 of Section 2,
Township 2 South, Range 1 West, Willamette Meridian,
City of Tigard, Washington County, Oregon


Expires 12/31/07

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Dawn E. Coate

OREGON
JULY 12, 2000
DAVEN E. COATE
52735LS

LEGEND

CL	CENTER LINE
POB	POINT OF BEGINNING
TPOB	TRUE POINT OF BEGINNING
PC	POINT OF CURVE
PT	POINT OF TANGENCY
PUE	PUBLIC UTILITY EASEMENT
	RIGHT OF WAY DEDICATION AND PUBLIC UTILITY EASEMENT

DOCUMENT NO.
2003-130412

DOCUMENT NO.
2002-136823

R= 419.00
L= 99.86
 $\Delta = 13^{\circ}39'17''$
CHORD= S 68°54'23" W
99.62

R= 15.00
L= 23.04
 $\Delta = 87^{\circ}59'23''$
CHORD= N 43°39'45" W
20.84

R= 419.00
L= 121.46
 $\Delta = 16^{\circ}36'32''$
CHORD= S 84°02'17" W
121.03

PT 12+34.91

PC 13+66.66

PT 14+75.00

PT 15+00

PT 16+00

PT 17+00

PT 18+00

PT 19+00

PT 20+00

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Agenda Item #

4.2

Meeting Date

May 23, 2006

COUNCIL AGENDA ITEM SUMMARY

City Of Tigard, Oregon

Issue/Agenda Title Dedication of Reserve Access Strips to the Public for Street Purposes

Prepared By: G. Berry

Dept Head Okay

CP Quen

City Mgr Okay

CR

ISSUE BEFORE THE COUNCIL AND KEY FACTS

Shall City Council dedicate certain reserve access strips to the public for street purposes?

STAFF RECOMMENDATION

That City Council approve the attached resolution authorizing the City Manager to sign the attached Dedication Deed.

KEY FACTS AND INFORMATION SUMMARY

- The Scheckla Park Estates subdivision plat, recorded in 1980, conveyed to the City reserve access strips at the ends of two streets as required by the Community Development Code in effect at the time. The County Surveyor has indicated that the reserve access strips need to be dedicated to the public for street purposes when the streets are extended.
- The two street extensions have been authorized by the City through the development approval for the Lady Apple subdivision.
- With the extension of the streets, the reserve strips should now be conveyed to the public for street purposes.
- Approval of the attached resolution will authorize the City Manager to sign the attached deed conveying the reserve strips to the public for street purposes.

The purpose of reserve strips was to discourage unauthorized street extensions into parcels adjacent to completed subdivisions. The current Community Development Code no longer requires reserve strips.

OTHER ALTERNATIVES CONSIDERED

None considered.

COUNCIL GOALS AND TIGARD BEYOND TOMORROW VISION STATEMENT

The dedications enforce development standards which support Growth Management Strategy No. 1: Create infill, increased densities ... to allow compatible accommodation of future growth.

ATTACHMENT LIST

Attachment 1: Proposed Resolution
Exhibit 1: Dedication deed
Exhibit 2: Map

FISCAL NOTES

The dedications will not require funding.

I:\eng\private development projects\lady apple sub eng2005-00054 - preserve strips\5-23-06 reserve strip dedication ais.doc

CITY OF TIGARD, OREGON
TIGARD CITY COUNCIL
RESOLUTION NO. 06-_____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN ON BEHALF OF THE CITY A DEDICATION DEED TRANSFERRING TITLE OF RESERVE ACCESS STRIPS TO THE PUBLIC.

WHEREAS, reserve access strips were conveyed to the City through Scheckla Park Estates subdivision recorded at Book 50, Page 47 Washington County Subdivision Records; and,

WHEREAS, when streets are extended, the reserve strips need to be dedicated to the public for street right of way purposes; and,

WHEREAS, street extensions have been authorized by the City through the development approval for the Lady Apple subdivision in the locations shown in Exhibit 1; and,

WHEREAS, as a result of the street extensions, the access strips now need to be conveyed to the public for street purposes.

NOW, THEREFORE, BE IT RESOLVED by the Tigard City Council that:

SECTION 1: The Tigard City Council hereby authorizes the City Manager to sign a Dedication Deed dedicating the reserve strips to the public for street purposes. A copy of the Dedication Deed is attached hereto as Exhibit 1; and incorporated herein by this reference.

SECTION 2: This resolution is effective immediately upon passage.

PASSED: This _____ day of _____ 2006.

Mayor - City of Tigard

ATTEST:

City Recorder - City of Tigard

\\eng\private development projects\lady apple sub eng\2005-00054 - pl\reserve strips\5-23-06 reserve strip dedication res.doc

RETURN RECORDED DOCUMENT TO:
CITY HALL RECORDS DEPARTMENT,
CITY OF TIGARD
13125 SW Hall Blvd.
Tigard, OR 97223

CORPORATION

File No. _____

Exhibit 1
DEDICATION DEED

FOR ROAD OR STREET PURPOSES

Space above reserved for Washington County Recording information

The City of Tigard does hereby dedicate to the public a perpetual right-of-way for street, road, and utility purposes on, over, across, under, along, and within the following described real properties in Washington County, Oregon:

Tracts A, and B, Scheckla Park Estates, recorded at Book 50, Page 46, of the Washington County Subdivision Records.

To have and to hold the above-described and dedicated rights unto the public forever for uses and purposes hereinabove stated.

The true consideration for this conveyance is \$ 0.00 . However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration.

IN WITNESS WHEREOF, I hereunto set my hand on this _____ day of _____, 2006 _____.

City of Tigard, Oregon _____

13125 SW Hall Blvd. Tigard, OR 97223 _____

Signature _____

Title _____

STATE OF OREGON)
) ss.
County of Washington)

This instrument was acknowledged before me on _____ (date) by _____ by: _____
(name(s) of person (s)) as _____ (type of authority, e.g., officer, trustee, etc.) of
_____ (name of party on behalf of whom instrument was executed).

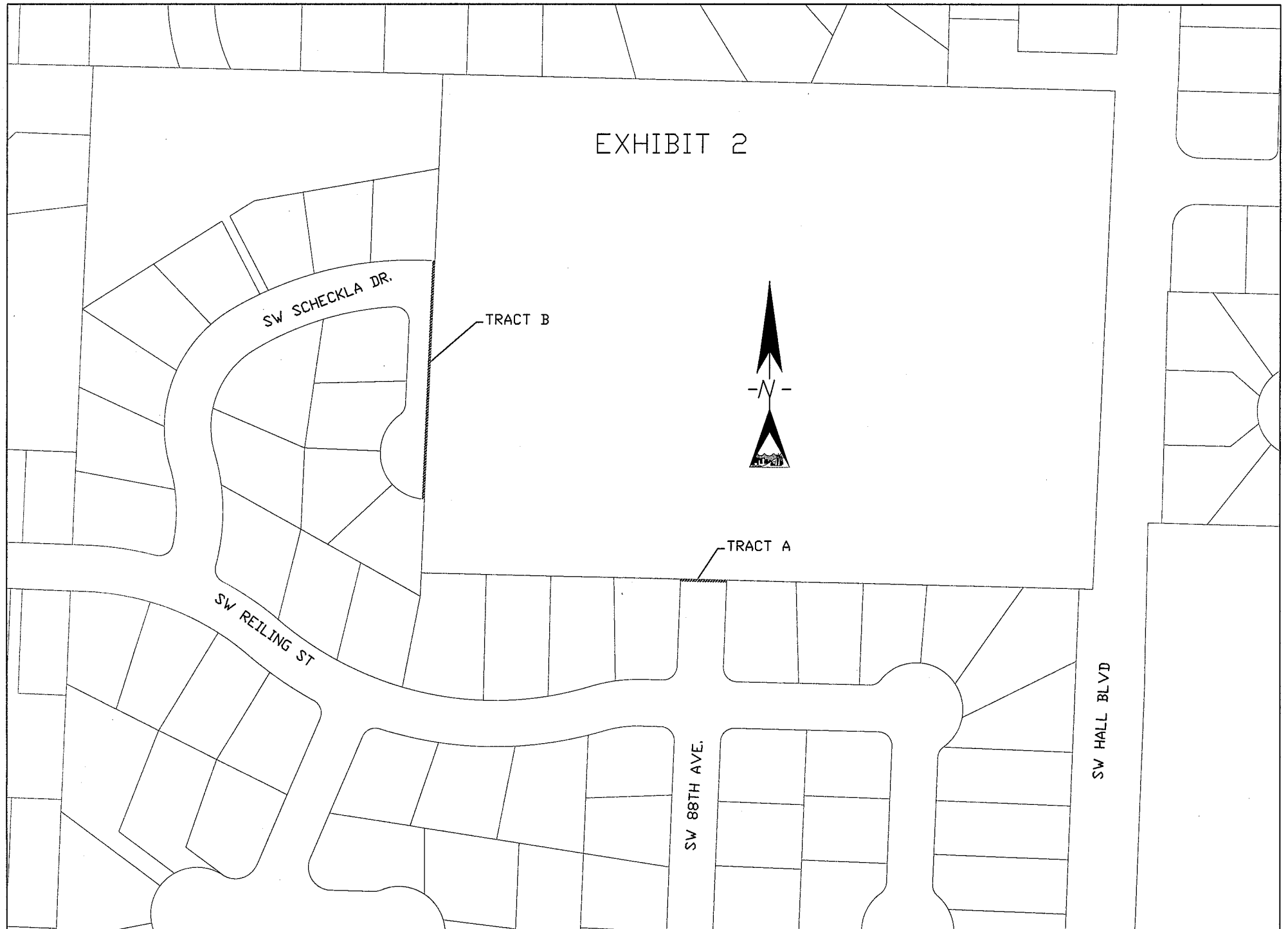
Notary's Signature _____

My Commission Expires: _____

Accepted on behalf of the City of Tigard this _____ day of _____, 20 _____.

City Engineer

EXHIBIT 2



Agenda Item #
Meeting Date

4.3a.
May 23, 2006

LOCAL CONTRACT REVIEW BOARD AGENDA ITEM SUMMARY
City of Tigard, Oregon

Issue/Agenda Title Consider the Purchase of a Replacement Pipeline Video Inspection Van from Pearpoint

Prepared By: Dennis Koellermeier Dept Head Okay  City Mgr Okay 

ISSUE BEFORE THE LCRB AND KEY FACTS

- Consider the purchase.
- The pipeline video inspection van is used on a daily basis to inspect sanitary sewer and storm water systems.
- This purchase represents a scheduled replacement of the city's 1990 pipeline video inspection van.
- The new pipeline video inspection van offers: new technology, easier operation, the ability to perform repairs in-house, and added safety features.

STAFF RECOMMENDATION

Approve the purchase of pipeline video inspection van.

KEY FACTS AND INFORMATION SUMMARY

This purchase represents a scheduled replacement of the city's 1990 pipeline video inspection van as identified in the FY 05/06 budget. The pipeline video inspection van is an essential vehicle in the city's fleet and is used on a daily basis to inspect and identify problems within the sanitary sewer and storm water systems. Additionally, Clean Water Services sets a goal that the City inspect its entire sewer and storm system every seven years.

A request for proposal (RFP) was advertised and the City received responses from the following four vendors: Aries, Cues, Pearpoint and RS Technical. A selection committee made up of public works staff attended demonstrations from all four vendors and evaluated them on the following criteria:

- Technological advancements, including coaxial cable connections to the camera and tractor units
- Maneuverability of the camera/tractor units in pipelines
- Training of staff included in the price of the equipment
- Customer service
- Durability and reliability
- Ease of maintenance

The selection committee ranked the four vendors, based upon the above-mentioned criteria, as follows:

1. Pearpoint
2. Cues/RS Technical (tied)
3. Aries

The committee unanimously selected the Pearpoint pipeline video inspection van as their top choice. They found that the Pearpoint equipment:

- is more technologically advanced than other models with a better connection between the camera and the coaxial cable reel, less exposed wiring, and a self contained camera.
- is easier to run for a one-person operation.
- has a more compact camera and tractor which offers greater maneuverability.
- requires less maintenance and is easier to repair.
- comes with an initial one-week, in-house training for all staff who use the equipment.
- includes additional staff training on how to perform in-house repairs which will reduce repair costs and equipment down time.
- is more rugged/durable and will be the most cost effective choice when considering the life span of the equipment.
- has added safety features including an explosion proof system and auto stop coaxial reel.

Staff contacted numerous municipalities who have purchased Pearpoint pipeline video inspection vans and they all gave the equipment, customer service and training excellent reviews. Overall, each municipality has been very pleased with Pearpoint and plans to continue purchasing their equipment.

OTHER ALTERNATIVES CONSIDERED

Not to authorize the purchase.

COUNCIL GOALS AND TIGARD BEYOND TOMORROW VISION STATEMENT

None.

ATTACHMENT LIST

None.

FISCAL NOTES

The cost of the new pipeline video inspection van is \$159,691. There is sufficient money in the budget; the FY 05/06 budget had \$170,000 allocated for this purchase. Because delivery of this equipment can not occur before July 1, 2006, these funds have been carried over into the FY 06/07 budget.

Agenda Item #

4.3b.

Meeting Date

May 23, 2006

LOCAL CONTRACT REVIEW BOARD AGENDA ITEM SUMMARY

City of Tigard, Oregon

Issue/Agenda Title Award of a Contract for Engineering Services for a Proposed Local Improvement District in the Tigard Triangle

Prepared By: GB G Berry Dept Head Okay APDuenas City Mgr Okay CK

ISSUE BEFORE THE LCRB AND KEY FACTS

Shall the Local Contract Review Board approve the award of a contract for engineering services to Group Mackenzie in the amount of \$242,303.

Award of contracts exceeding \$50,000 require approval by the Local Contract Review Board.

STAFF RECOMMENDATION

That the Local Contract Review Board approve, by motion, the award of the contract to Group Mackenzie in the amount of \$242,303. Notice to Proceed for Phase 1 to prepare the Preliminary Engineer's Report will be given following the award. The subsequent phases of the contract will not proceed unless the LID is formed.

KEY FACTS AND INFORMATION SUMMARY

- On February 28, 2006, the City Council approved Resolution No. 06-10 directing the preparation of a Preliminary Engineer's Report for a proposed Local Improvement District (LID) in the Tigard Triangle.
- Approval of the proposed contract will authorize Group Mackenzie, an engineering consulting firm, to prepare the report.
- The consultant was selected through a competitive process approved by the City Council on April 25, 2006 for as-required engineering services.
- The contract amount is intended to cover the entire project including the construction phase. However, if the contract is awarded, a notice to proceed only for the first phase of the project to prepare the Preliminary Engineer's Report will be issued. This portion of the project is expected to cost \$72,500. (This amount includes \$70,500 for fees and \$2,000 for reimbursable expenses). If the City Council establishes the LID, a notice to proceed with the remainder of the project will be issued.
- The Preliminary Engineer's Report will determine the feasibility of forming an LID to construct the improvements.
- Assuming the report recommends formation of an LID, City Council will be requested to consider forming the LID following a public hearing pursuant to TMC 13.04.040. The hearing is expected to be held in October 2006.

OTHER ALTERNATIVES CONSIDERED

None. If the contract is not awarded, the project will not proceed until a consultant is selected as directed by Council.

COUNCIL GOALS AND TIGARD BEYOND TOMORROW VISION STATEMENT

By constructing improvements to upgrade the street infrastructure in the Tigard Triangle, the LID would address the findings of the 2002 Tigard Transportation System Plan that identified the Tigard Triangle as an area where future transportation problems appear significant.

ATTACHMENT LIST

None.

FISCAL NOTES

Resolution No. 06-10 directed City staff to establish a funding mechanism in the amount of \$70,000 to cover the anticipated expenses during the remainder of FY 2005-06 for the preparation of the Preliminary Engineer's Report.


Before work begins on the preparation of the report, Specht Development, Inc. will deposit \$72,500 to cover the engineering contract and administrative costs for the preparation of that report. If the Local Improvement District is established, the cost of preparing the report will be included in the cost of the Local Improvement District and the deposit will be returned to Specht Development. If the Local Improvement District is not established, the remaining balance of the deposit less all actual costs incurred in preparing the report will be returned to Specht Development.

Agenda Item #
Meeting Date

5
May 23, 2006

COUNCIL AGENDA ITEM SUMMARY
City Of Tigard, Oregon

Issue/Agenda Title Tigard's Water Conservation Calendar Earns Excellence in Communication and Conservation Award

Prepared By: Dennis Koellermeier Dept Head Okay  City Mgr Okay 

ISSUE BEFORE THE COUNCIL AND KEY FACTS

- Tigard's Water Conservation Calendar was recently awarded the Excellence in Communication and Conservation Award from the Pacific Northwest Section of the American Water Works Association (PNWS-AWWA).
- Staff will provide a brief update on the City's water conservation program.

STAFF RECOMMENDATION

No action required. Informational only.

KEY FACTS AND INFORMATION SUMMARY

The City of Tigard's 2006 water conservation calendar has earned this year's Excellence in Communication and Conservation Award from the Pacific Northwest Section of the American Water Works Association (PNWS-AWWA).

The water conservation calendar features artwork from elementary students in the Tigard Water Service Area as well as students from Tigard's sister city in Balikpapan, Indonesia. In addition to artwork, the calendar is filled with water conservation tips, facts and fun activities.

Public Works Director Dennis Koellermeier will introduce the City of Tigard's Water Conservation Program Coordinator and calendar creator, Corianne Hart. Ms. Hart accepted the award at the PNWS-AWWA annual conference held this month. This marks the fourth year the city's water conservation calendar has earned this award.

OTHER ALTERNATIVES CONSIDERED

N/A

COUNCIL GOALS AND TIGARD BEYOND TOMORROW VISION STATEMENT

Tigard Beyond Tomorrow, Water and Stormwater

Goal 1, Strategy 4: Conservation – Reuse – Alternatives

ATTACHMENT LIST

N/A

FISCAL NOTES


There are no costs associated with the presentation of the award.

Agenda Item #
Meeting Date

6
May 23, 2006

COUNCIL AGENDA ITEM SUMMARY
City Of Tigard, Oregon

Issue/Agenda Title Formal Graduation of Volunteers and City Staff for Their Successful Completion of the City's Community Emergency Response Team (CERT) Program

Prepared By: Dennis Koellermeier Dept Head Okay  City Mgr Okay CR

ISSUE BEFORE THE COUNCIL AND KEY FACTS

Recognizing volunteers and city staff for their successful completion of the City's CERT Program.

STAFF RECOMMENDATION

No action required. Informational only.

KEY FACTS AND INFORMATION SUMMARY

The City of Tigard's CERT program is designed to help the community prepare for disasters. CERT members are trained to provide medical aid and also learn skills in search and rescue and fire suppression. These individuals will be able to respond during the critical first minutes of a crisis or when a disaster overwhelms or delays emergency services. With technical assistance from Tualatin Valley Fire and Rescue, Tigard has trained an additional 6 citizen volunteers and 18 city staff in basic response skills. These two classes were conducted simultaneously and were completed on May 6, 2006. The City is currently promoting its sixth volunteer class and recruiting for another city staff class. In the event of a disaster, the training and skills that CERT participants receive are designed to do the "greatest good for the greatest amount of people" in our community.

OTHER ALTERNATIVES CONSIDERED

None.

COUNCIL GOALS AND TIGARD BEYOND TOMORROW VISION STATEMENT

Tigard City Council, Other Important Goals for 2006

Improve Communication and Relationship with Citizens

Tigard Beyond Tomorrow, Public Safety

Goal #2: The community will be trained and prepared for emergencies

Strategy #1: Develop community-wide program to train citizens and staff to be self-sufficient for the first 72 hours after an emergency.

Strategy #2: Coordinate Tigard emergency response providers.

ATTACHMENT LIST

1. Sample copy of the Achievement Certificate
2. List of the graduates

FISCAL NOTES

The CERT program is 95% federally funded through a Department of Homeland Security (DHS) and Federal Emergency Management Administration (FEMA) grant. The grant is overseen by Oregon Department of State Police and Oregon Emergency Management (OEM) and managed by the City's CERT Coordinator. Since FY 04/05 the City has been awarded over \$10,000. The City is awaiting confirmation for additional federal grant money to support this program in FY 06/07.



Certificate of Completion
This certificate signifies that

STUDENTS NAME

Has attended and successfully completed the
Community Emergency Response Team Course

Conducted by
City of Tigard and Tualatin Valley Fire and Rescue
March 7th – April 29th, 2006, 24 Hour Course – TPBP105



“PARTNERS BEING PREPARED”



G. Michael Lueck
Course Manager

Craig Dirksen
City Mayor

CERT Graduation Name List

City Staff

Amanda Bewersdorff
Bob Roth
Christine Darnell
Diane Jelderks
Garald Smalling
Marco Cabanillas
Mike Mills
Paul Izatt
Gary Lampella
Gus Duenas
Jerree Lewis
Jill Byars
Lora Garland
Joanne Bengtson
Hung Nguyen
Al Dickman
Greg Stout

Community Volunteers

Jenna Haldeman
Brian Bugge
Cindy Bugge
Patricia Bishop
Joe Jebbia
Lisa Greenough

Agenda Item #

7

Meeting Date

May 23, 2006

COUNCIL AGENDA ITEM SUMMARY

City Of Tigard, Oregon

Issue/Agenda Title Adoption of Tigard Police Officers Association new collective bargaining agreement between the City of Tigard and TPOA and authorization for City Manager to sign

Prepared By: Sandy Zodrow 528 Dept Head Okay CR City Mgr Okay CR

ISSUE BEFORE THE COUNCIL AND KEY FACTS

Should the Council approve a new collective bargaining agreement between the City of Tigard and TPOA for the period of July 1, 2006 to June 30, 2009?

STAFF RECOMMENDATION

Approve the attached Resolution to adopt a new collective bargaining agreement with TPOA and the City of Tigard and authorize the City Manager to sign the agreement

KEY FACTS AND INFORMATION SUMMARY

The final terms of this agreement with TPOA and the City were reviewed with your Council in the memorandum of May 9, 2006 from Ken Bemis, Chief Negotiator and Labor Attorney for the City. The current collective bargaining agreement will expire on June 30, 2006. Major highlights of the new agreement include:

- 1) A three (3) year agreement maintaining the existing CPI formula for the next two years with a wage and insurance reopener in the third (3) year of the agreement. This CPI formula will result in a wage increase of 3.2% on July 1, 2006.
- 2) Maintenance of the 90/10 formula for premium responsibility on health insurance coverage, with the insurance reopener in the third (3) year.
- 3) Language clarification/flexibility on various contract provisions pertaining to the applicability of the safety release clause, flexible scheduling for certain speciality assignments, compassionate leave, internal interviews, court duty, probationary periods, shift rotations for record staff and the authorized number of Association members on the bargaining team.

Ratification of the new bargaining agreement was approved by the Association at its May 17th meeting.

OTHER ALTERNATIVES CONSIDERED

Various alternatives were considered and discussed during the negotiation process, as well as discussion with your Council.

COUNCIL GOALS AND TIGARD BEYOND TOMORROW VISION STATEMENT

Improved operational efficiencies, cost effectiveness, and recruitment and retention of quality law enforcement staff.

ATTACHMENT LIST

- 1) Exhibit A - New Collective Bargaining Agreement Between Tigard Police Officers Association and the City of Tigard (Expires 2009)
- 2) Resolution: Adopting New Collective Bargaining Agreement Between the City of Tigard and TPOA and Authorizing the City Manager To Sign.

FISCAL NOTES

The fiscal impact to the budget is \$128,534.

CITY OF TIGARD, OREGON
TIGARD CITY COUNCIL
RESOLUTION NO. 06-_____

A RESOLUTION ADOPTING A NEW COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE CITY OF TIGARD AND THE TIGARD POLICE OFFICERS
ASSOCIATION AND AUTHORIZING THE CITY MANAGER TO SIGN

WHEREAS, the current collective bargaining agreement with TPOA expires June 30, 2006

WHEREAS, a new collective bargaining agreement has been negotiated for the period of July 1, 2006
to June 30, 2009

NOW, THEREFORE, BE IT RESOLVED by the Tigard City Council that:

SECTION 1: The collective bargaining agreement between the City of Tigard and TPOA, effective
July 1, 2006 through June 30, 2009 is hereby adopted.

SECTION 2: This resolution is effective July 1, 2006.

PASSED: This _____ day of _____ 2006.

Mayor - City of Tigard

ATTEST:

City Recorder - City of Tigard

Exhibit A

Collective Bargaining Agreement

**Between
City of Tigard and the Tigard Police Officers
Association**

July 1, 2006 to June 30, 2009

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
TIGARD POLICE OFFICERS' ASSOCIATION
AND THE
CITY OF TIGARD**

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Expires: June 30, 2009

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TABLE OF CONTENTS

PREAMBLE	1
ARTICLE 1 - RECOGNITION	1
ARTICLE 2- MAINTENANCE OF STATUS QUO	1
ARTICLE 3 - CHECK OFF AND PAYMENT IN LIEU OF DUES.....	2
ARTICLE 4- EMPLOYEE RIGHTS.....	3
ARTICLE 5 - MANAGEMENT RIGHTS	3
ARTICLE 6 - CITY SECURITY.....	3
ARTICLE 7 - ASSOCIATION BUSINESS.....	4
ARTICLE 8 - GENERAL AND SPECIAL ORDERS	4
ARTICLE 9 - DEPARTMENT MANUAL AND CONTRACT.....	4
ARTICLE 10- BULLETIN BOARD.....	5
ARTICLE 11 - OUTSIDE EMPLOYMENT.....	5
ARTICLE 12 - HOURS OF WORK.....	5
ARTICLE 13 - OVERTIME AND PREMIUM PAY.....	7
ARTICLE 14- HOLIDAY COMPENSATION	8
ARTICLE 15 - VACATIONS	8
ARTICLE 16- INSURANCE BENEFITS	10
ARTICLE 17 - SICK LEAVE	12
ARTICLE 18 - LEAVE OF ABSENCE WITH PAY.....	14
ARTICLE 19 - LEAVE WITHOUT PAY.....	16
ARTICLE 20 - GRIEVANCE PROCEDURE.....	16
ARTICLE 21 - MILEAGE AND PER DIEM ALLOWANCE.....	17
ARTICLE 22- CLOTHING AND UNIFORM.....	18
ARTICLE 23 - SENIORITY	19
ARTICLE 24 - LAYOFF AND RECALL.....	20
ARTICLE 25 - SHIFT AND DAYS OFF BIDDING.....	20
ARTICLE 26- PROBATIONARY PERIOD.....	21
ARTICLE 27- DISCIPLINE AND DISCHARGE	21
ARTICLE 28 - PERSONNEL FILE	22
ARTICLE 29 - WAGES	22

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ARTICLE 30 - INCENTIVE PAY 23
ARTICLE 31 - SAVINGS CLAUSE..... 26
ARTICLE 32 - TERMINATION..... 26
ADDENDUM A - SALARY SCHEDULE 28
ADDENDUM B - INFORMATION REQUESTS 30
ADDENDUM C - MANDATORY TRAINING..... 31
ADDENDUM D - DISCIPLINARY INVESTIGATION PROCEDURES 32
ADDENDUM E - CERTIFICATION OF SWORN PERSONNEL..... 34
ADDENDUM F - PERS SIDE LETTER..... 35
MEMORANDUM OF UNDERSTANDING 36

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PREAMBLE

This contract entered between the City of Tigard, Oregon, hereinafter referred to as the "City," and the Tigard Police Officers' Association, hereinafter referred to as the "Association," has as its purpose the promotion of an efficient police department; harmonious relations between the City and the Association; the establishment of an equitable and peaceful procedure for the resolution of differences; and to set forth their entire agreement with regard to rates of pay, hours of work, and other conditions of employment.

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ARTICLE 1 - RECOGNITION

The City recognizes the Association as the sole and exclusive bargaining agent with respect to wages, hours and other conditions of employment for the employees in the bargaining unit as set forth in Addendum A.

The City shall notify the Association of its decision to add any new classifications to the Police Department. If the City and the Association cannot agree whether a new position is supervisory, managerial, confidential, or if a new classification should be included in the bargaining unit, the dispute shall be submitted to the Employment Relations Board. When the parties are unable to agree as to the representation status of such a new position, the City shall have the option of leaving the position vacant or filling the position at a provisional wage rate until the issue is resolved. If such a position is filled on a provisional basis and if there is a subsequent adjustment in the wage rate, such adjustment shall be retroactive to the date that the position was filled.

The bargaining unit shall consist of those classifications listed in Addendum A that are regular full-time employees and those employees within those classifications that are regularly scheduled to work 20 hours or more per week, excluding supervisory and confidential employees as defined by the Public Employee Collective Bargaining Act.

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ARTICLE 2- MAINTENANCE OF STATUS QUO

The City shall be obligated to negotiate over existing conditions that are mandatory subjects of bargaining or the mandatory bargainable impacts, whether or not they are covered by this agreement, if the City intends to alter, change or modify such conditions.

In the event the City desires to amend or modify or change the status quo that is a mandatory subject of bargaining or that has a mandatory impact, the City will provide the Association President or his/her designee with written notice of the proposed change. The Association shall have ten (10) days to object in writing to the person proposing the change or their designee. The failure of the Association to object in writing to the proposed change within ten (10) days of the notice provided for above shall serve as a waiver of the Association's right to bargain. The Association's written objection shall specify the nature of the objection and identify whether the Association believes the proposed change involves a mandatory bargainable subject or a mandatory bargainable impact of a permissive subject.

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City of Tigard and TPOA - Expiration Date: June 30, 2009

Thereafter, the parties shall bargain in good faith over said changes for a period not to exceed thirty (30) days. If after the passage of thirty (30) days, the parties have not reached agreement, either party may declare an impasse and initiate interest arbitration pursuant to ORS 243.746 by requesting a list of eleven (11) Oregon and/or Washington arbitrators from the Employment Relations Board who are members of the American Arbitration Association (AAA). If the parties cannot mutually agree to an arbitrator, they will by lot alternately strike names and the last one (1) will be the arbitrator. The arbitrator shall conduct a hearing within thirty (30) days of announcement of his/her selection, or at such other time as the parties mutually agree.

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ARTICLE 3 - CHECK OFF AND PAYMENT IN LIEU OF DUES

3.1 Check-off

The City will deduct Association dues from the wages of employees when so authorized and directed in writing by the employee on the authorization form provided by the City.

Any authorization for the payroll deductions may be canceled by any employee upon written notice to the City and the Association prior to the 15th day of each month, to be effective on the 1st day of the following month.

The City will not be held liable for check-off errors but will make proper adjustments with the Association for errors as soon as is practicable. It is also agreed that neither any employee nor the Association shall have any claim against the City for any deductions made or not made, as the case may be, unless a claim of error is made in writing to the City within forty-five (45) calendar days after the date such deductions were or should have been made.

3.2 Payment in Lieu of Dues

Any regular employee who is a member of the bargaining unit and has not joined the Association within thirty (30) days of becoming a regular employee, or who has joined within such time and then withdrawn from membership after such thirty (30) days, shall have deducted from his/her pay by the City a monthly service fee in the uniform amount of a payment in lieu of dues to the Association. The payment in lieu of dues shall be segregated by the Association and used on a pro-rata basis solely to defray the cost for its services rendered in negotiating and administering this Agreement. Such deduction shall be made only if accrued earnings are sufficient to cover the service fee after all other authorized payroll deductions have been made.

3.3 Religious Objection

Any individual employee objecting to payment in lieu of dues based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member, is required to inform the City and the Association of his/her objection. The employee will meet with the representatives of the Association and establish a mutually satisfactory arrangement for distribution of a contribution of an amount of money equivalent to the above mentioned payment in lieu of dues to a charitable organization mutually agreed upon by the employee and the Association. The employee shall furnish written proof to the City that such has been accomplished, as appropriate.

City of Tigard and TPOA - Expiration Date: June 30, 2009

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3.4 Indemnification

The Association will indemnify, defend and hold the City harmless against any claims made and against any suit instituted against the City as a result of any City action taken pursuant to the provisions of this Article.

ARTICLE 4- EMPLOYEE RIGHTS

4.1 Employee Organizations

Employees shall have the right to form, join and participate in the activities of employee organizations of their own choosing, for the purpose of representation on matters of employee relations. Employees shall also have the right to refuse to join and participate in the activities of any employee organization. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the City or by an employee organization because of his exercise of these rights.

4.2 Non-Discrimination

The City and the Association agree the provisions of this Contract shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, sex, creed, religion, national origin, labor organization affiliation, or political affiliation.

ARTICLE 5 - MANAGEMENT RIGHTS

The City administration and department heads shall exercise the sole responsibility for management of the City and direction of its work force. To fulfill this responsibility, the rights of the City include, but are not limited to: establishing and directing activities of the City's departments and its employees, determining services to be rendered, standards of service and methods of operation, including subcontracting and the introduction of new technology and equipment; establishing procedures and standards for employment and promotion; to layoff, transfer and promote; to discipline or discharge for cause; to determine job descriptions; determine work schedules, to establish performance standards, and assign work; and any other rights except as provided in Article 2 of this Agreement.

ARTICLE 6 - CITY SECURITY

The Association agrees that during the term of this contract its membership will not participate in any strike against the City under any circumstances. For the purpose of this contract, the meaning of the word "strike" is any concerted stoppage of work, slowdown, speedup, sit-down, absence from work upon any pretext that is not founded in fact, interruption of the operations of the City by the Association, or any similar act. Violation of this section by any bargaining unit member shall be grounds for disciplinary action up to and including discharge.

ARTICLE 7 - ASSOCIATION BUSINESS

7.1 Association Business

Up to three (3) members of the bargaining unit selected to serve as authorized representatives shall be certified in writing to the Chief of Police. When authorized in advance, up to two (2) representatives shall be granted time off without loss of regular pay for the purpose of meeting with City representatives. Employees may attend Association meetings on duty, subject to call, when authorized by the Chief of Police.

7.2 Contract Negotiations

The Association's negotiating team may be comprised of more than ~~three (3)~~ employees; provided however, that the City's obligation to allow such individuals to attend negotiations during duty hours without loss of pay shall be limited to ~~three (3)~~ individuals. Hours utilized for this purpose shall not be considered hours worked in determining the payment of overtime.

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The date, time, and place for negotiating sessions shall be established by mutual agreement between the parties.

7.3 Special Conferences

Special conferences to discuss employment relations matters shall be arranged between the Association and the City or its designated representatives within a reasonable period of time after either party receives a request from the other party. Such meetings shall be arranged in advance, and an agenda of matters to be discussed at the meeting shall be presented at the time the request to confer is made. The Association members shall not lose time or pay for time spent in such conferences.

Up to two (2) members of the bargaining unit may be allowed to attend conferences directly related to Association matters, provided the City receives sufficient advance notice of the dates of such conferences and the approval of the Chief of Police is obtained. The maximum number of days to be paid by the City shall not exceed an aggregate of six (6) conference days per year. The City shall not pay for travel, lodging, or per diem expenses of the members attending the conferences.

ARTICLE 8 - GENERAL AND SPECIAL ORDERS

The City will furnish the Association with copies of all general or special orders from within the Police Department promulgated during the term of this Agreement pertaining to wages, hours, and conditions of employment.

ARTICLE 9 - DEPARTMENT MANUAL AND CONTRACT

The City agrees to furnish each employee of the bargaining unit with a copy of the Department Manual and a copy of this contract as provided by the Association for distribution.

City of Tigard and TPOA - Expiration Date: June 30, 2009

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ARTICLE 10- BULLETIN BOARD

The City agrees to furnish a suitable bulletin board in a convenient place to be used by the Association. The Association shall limit its posting of notices and bulletins to such bulletin board and shall limit its postings to Association business. Only members of the bargaining unit may post or remove items on the Association bulletin board. In the event the City desires that an item be removed, it will contact the Association with a request for such. The item will be removed if found inappropriate by the parties.

ARTICLE 11 - OUTSIDE EMPLOYMENT

Employees wishing to engage in off-duty employment with another employer must obtain approval from the Chief.

ARTICLE 12 - HOURS OF WORK

12.1 Work Week

The work week, consistent with the operating requirements of the City, shall consist of a forty-hour (40-hour) shift schedule during a seven day calendar day period commencing midnight Sunday and ending midnight the following Sunday.

12.2 Work Schedule

A "work schedule," consistent with the operating requirement of the City, shall be a 5-8, 4-10, alternative work week, flexible or part-time schedule as follows:

(a) A "5-8" work schedule shall consist of five (5) consecutive days of eight (8) work hours each followed by two (2) consecutive days off.

(b) A "4-10" work schedule shall consist of four (4) consecutive days of ten (10) work hours each followed by three (3) consecutive days off.

(c) The City and the Association may agree to an alternative work schedule consisting of fixed hours other than a 5-8 or 4-10. In the event an alternative work schedule is implemented, the parties agree to meet to negotiate its implementation and any other contract changes as may be necessary.

(d) A "flexible" work schedule shall be equal in total hours worked during the work week to that of a "5-8" employee, and unless otherwise agreed, shall have no maximum or minimum number of work hours per day or work days per week. Such work schedule shall not be in effect unless agreed upon in advance by the individual affected employee and the City. An employee's acceptance of such assignments constitutes the employee's voluntary agreement to a flexible schedule. The determination of those assignments that are expected to work a flexible work schedule will be subject to bargaining between the City and the Association. In the event the parties are unable to reach agreement, such matters may be pursued through the mid term bargaining procedures set forth in Article 2.

~~Deleted: ARTICLE 12 - WORKING OUT OF CLASS~~

~~12.1 Acting Supervisor~~

~~Appointment of non-supervisory personnel to a supervisory position may be made on an acting basis to fill a temporary vacancy. An employee holding an acting supervisory position shall be entitled to a five percent (5%) premium for all time so assigned. ¶~~

~~12.2 Coaching~~

~~Non-supervisory personnel assigned to coach newly hired or promoted police department employees shall be entitled to a pay increase of 5% of the top step base pay, for the classification acting as a coach, for each day or part of a day for the duration of their acting assignment. ¶~~

~~12.3 Other~~

~~Employees assigned to work in a higher classification, other than what is described in sections 1 & 2 of this article, shall be entitled to a five percent (5%) premium for all time so assigned. ¶~~

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(e) A flexible work schedule will be applicable to special assignments for Gang Enforcement, Transit Police and Street Crimes Units. Section 12.6 (Work Schedules) and 13.4 (Shift Differential) are not applicable to employees in these assignments. Hours worked by these assignments will not be flexed for purposes of mandatory training, court appearances, the avoidance of the Safety Release as defined in Article 12.7 and the avoidance of overtime thresholds as defined in Sections 13.1 (daily overtime) and 13.3 (call back). When either of these shift assignments are changed within the respective units, the shift change shall be completed pursuant to Sections 25.3 (overtime waiver) and 25.4 (adjustment of schedule at rotation) of the agreement.

(f) "Regular part-time" employees shall be scheduled to work a portion of any of the above-specified schedules.

(g) These schedules shall include meal and rest periods as set forth in this article.

12.3 Work Day

The work day shall be a 24-hour period commencing at the start of the employee's regularly scheduled shift.

12.4 Meal Period

Each employee covered by this agreement will be permitted a 30 minute paid meal period each workday to the extent consistent with operational or duty requirements, except for employees attending the academy or voluntary training where a longer lunch period is provided and the employee is relieved from duty, in which case, the lunch period shall be unpaid.

12.5 Rest Periods

Each employee covered by this agreement will be permitted two (2), fifteen (15) minute paid rest periods each work day, to the extent consistent with operational or duty requirements.

12.6 Work Schedules

An employee will normally be given adequate advance notice of any change in his regular hours of work, except where an emergency exists. Notice will not be given less than two (2) weeks prior to the employee's change of work schedule, except where a change of schedule is for the purpose of the employee's voluntary training or for the purpose of adjusting the schedule of a probationary employee not released for solo status.

12.7 Safety Release

Employees working sixteen or more hours in a twenty-four hour period who provide notice to their supervisor at least one hour prior to reaching the sixteen-hour threshold may be given their next consecutive scheduled shift off with pay. In such event, no deduction shall be made from the employee's leave. If employees are directed to work their next consecutive scheduled shift, they shall be paid at the rate of time and one-half for such shift. The twenty-four hour period described herein shall commence at the start of the employee's regularly scheduled shift.

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Employees who do not receive eight (8) consecutive hours off either before or after a court appearance will receive sufficient administrative hours off with pay to equal eight (8) hours off. Employees assigned to Detective Narcotics Enforcement shall not be subject to Section 12.7.

ARTICLE 13 - OVERTIME AND PREMIUM PAY

13.1 Definition

All work under the following conditions shall be compensated at the rate of time-and-one-half:

- (a) For employees assigned to a 5-8 schedule, all work in excess of eight (8) hours on any work day, and all work performed on a regularly scheduled day off.
- (b) For employees assigned to a 4-10 schedule, all work in excess of ten (10) hours on any workday and all work performed on a regularly scheduled day off.
- (c) All work in excess of forty (40) hours in a work week.

During shift rotation, only the daily overtime threshold (work over eight (8) or ten (10) hours in a day) of Article 13.1 will apply and overtime otherwise will be governed by Article 25, Section 25.3.

All overtime pay shall be computed to the nearest one quarter (1/4) hour. Paid compensatory time off and all other paid time off, unless otherwise specified in this agreement, shall be counted as hours worked for purposes of determining overtime compensation. All non-paid time off shall not be counted as hours worked for purposes of determining overtime compensation.

13.2 Form of Compensation

The employee may elect to be compensated for all overtime in cash, or he/she may elect to accrue compensatory time to the extent such is allowed by law, to a maximum accrued balance of forty (40) hours, with the remainder to be paid in cash. Compensatory time shall be scheduled and taken off in accordance with the Fair Labor Standards Act.

Employees may contribute unused compensatory time to a bank which shall be maintained as an Association leave bank to be utilized by officers of the Association to conduct business. The Association leave bank may contain no more than 200 hours of accumulated leave at any one time, and shall be accessed only when authorized by the Association. Leave from this bank of time will be scheduled by mutual agreement.

13.3 Callback

Authorized court and call-back overtime shall be compensated at the below minimums:

- (a) On a Scheduled Work Day: Three (3) hours (either overtime pay or compensatory time at the rate of time and one-half, at the employee's choice, as provided in

City of Tigard and TPOA - Expiration Date: June 30, 2009.

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Section 13.2), but this minimum shall not apply if the court or call-back assignment begins one (1) hour or less before the start or after the end of the employee's regular shift.

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(b) On a Scheduled Day Off: Four (4) hours (either overtime or compensatory time at the rate of time and one-half, at the employee's choice, as provided in Section 13.2), scheduled days off include scheduled leave days, provided the employee complies with current court notification procedures.

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For purposes of this Section, court time starts from the Police Department unless the employee goes directly to court from home, in which case the time starts from the employee's arrival at court. As a condition of receipt of payment for the time involved, all witness fees, mileage allowances, and other remuneration paid for appearances in court proceedings under this Article shall be turned over to the City. An employee who is on court call-back remains on call-back until finally released for the day by the court.

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13.4 Shift Differential

Any member of the bargaining unit who has been employed at least six (6) months and who is required to work two (2) or more different shifts within a normal work week shall be compensated with two (2) hours of overtime for that week. This differential shall not apply when the above occurs as a result of mutual agreement between members of the bargaining unit for their own personal benefit.

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13.5 No Pyramiding

The City shall not be required to pay twice for the same hours.

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ARTICLE 14- HOLIDAY COMPENSATION

In lieu of holidays off, each full-time employee shall be credited with eight (8) hours of holiday compensatory time or cash, at the option of the employee, for each month worked. If the employee elects to receive compensatory time, such time off shall be credited to his/her vacation/holiday account. Part-time employees shall receive a prorated compensatory time credit on a prorated basis to that of a forty (40) hour employee.

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Within 30 days of the dates specified herein, employees will be required to advise the City what portion of their holiday time is to be converted to their vacation/holiday account and/or paid monthly or on the dates specified below. If an employee elects to have a portion of their holiday hours paid, such payment shall be made on December 1 and/or June 1 of each year and shall not exceed 48 hours on either date. The City will provide employees with a selection form and each employee will be required to make a selection and return the form within the time period described in this section.

ARTICLE 15 - VACATIONS

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15.1 Accrual

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Vacations shall accrue as follows:

City of Tigard and TPOA - Expiration Date: June 30, 2009

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Years of Continuous Service	Monthly Accrued Rate	Annual Hours	Equivalent Accrual Days
0-12 months/0-1 yr.	6 2/3 hours	80	10
13-60 months/1-5 yrs	8 hours	96	12
61-120 months/5-10 yrs	10 hours	120	15
121-180 mos/10-15 yrs	12 hours	144	18
180-240 months / 15-20 yrs	13 1/2 hours	162	20.25
Over 240 months / Over 20 yrs	16.0 hours	192	24

Notwithstanding the above specified rates of vacation accrual, no employee shall be allowed to accumulate vacation/holiday in excess of 280 hours. It shall be the responsibility of each employee to schedule sufficient vacation/holiday so that he/she is not denied accrual of additional vacation. If an employee is unable to take vacation due to the operational needs of the department, he/she may make arrangements with the Chief to exceed the maximum accrual specified above.

Accrued vacation shall be credited as earned vacation for each month of service. ~~Part-time employees shall be credited with earned vacation on a prorated basis to that of a forty (40) hour employee, in accordance with the above schedule. Vacation accrued during the first six (6) months of continuous service shall not be credited as earned vacation until the employee completes the first six (6) months of continuous service.~~

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15.2 Scheduling

Vacation periods shall be scheduled at the mutual agreement of the City and the individual employee. Between April 1st and 15th of each year, the City shall circulate within each classification and in order of seniority, with the most senior employee afforded the first selection, a vacation sign-up roster for the following twelve-month (12-month) period. Each employee shall be allowed to select one continuous vacation period (vacation/holiday and comp time included) from the portions of the year in which vacation is available. After the seniority vacation selection as provided for above, all additional vacation will be scheduled subject to the operational needs of the department on a first-come first-served basis. Once a vacation request has been approved, it shall not be canceled by the City unless due to circumstances beyond the control of the City.

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15.3 Separation

All employees shall be entitled to payment for unused vacation/holiday and comp time upon separation from City service. In the event of death, the employee's heirs will be entitled to payment of such accrued time.

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15.4 Bonus

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City of Tigard and TPOA - Expiration Date: June 30, 2009.

Employees, at their option, may elect to be paid up to forty (40) hours of accrued vacation in addition to vacation time taken when they take vacation leave totaling 40 hours paid time per fiscal year.

ARTICLE 16- INSURANCE BENEFITS

16.1 Health, Dental and Vision Insurance

The City agrees to provide League of Oregon Cities' Blue Cross Plan V-C-PPP medical insurance (\$300 individual, \$900 family deductible) including the preventative care option and alternative care option, dental insurance and vision insurance or substantially equivalent coverage for each employee and all enrolled dependents including domestic partners. The City will pay ninety percent (90%) of the premium cost and the employee shall pay ten percent (10%) of the premium cost.

Employees will have an option of electing Kaiser medical, vision and prescription coverage in lieu of coverage under Blue Cross Plan V-C-PPP and VSP Vision. For employees electing either of these plans the City will pay up to ninety percent (90%) of the Blue Cross coverage provided above and the employee will be responsible for any additional cost.

Either party may reopen this section for the 2008-09 fiscal year. In the event either party reopens, the parties will commence negotiations no later than January 5, 2008.

16.2 Life and Disability Insurance

The City agrees to provide and maintain the current life and disability insurance plan or a substitute plan of the same service delivery type at substantially the same or a better benefit level at no cost to the employee. The City agrees to make optional voluntary life insurance available for employee purchase subject to the limits available to the City.

16.3 Physical Examinations and Capability Test

The City may require each employee to take a physical examination, or it may choose to require such an examination only for sworn officers. Each employee who is required to take such an examination may choose to use his/her own physician, at the employee's expense, or to use a physician designated by the City, at the City's expense.

The spirit of the physical examination and the annual physical capability test is for the welfare of the employee and is not intended to be punitive in any manner. The physical examination will focus on specific health maintenance issues and early identification of potential job related health problems in the future.

The report form will address only those health issues related to personnel in their specific working environment. Access to the report is limited to the City Manager, Chief of Police, Human Resources Director, and the named employee.

16.4 Retirement

City of Tigard and TPOA - Expiration Date: June 30, 2009

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Deleted: Effective August 1, 2004, the City agrees to pay ninety percent (90%) of the premium cost for the current Blue Cross Plan V-A PPP medical insurance including the preventative care option, dental insurance and vision insurance for each employee and all enrolled dependents including domestic partners. The employee shall pay ten percent (10%) of the premium cost. Employees electing a different plan shall pay the difference between the amount set forth above and the cost of their selected plan. Effective upon the first available enrollment opportunity following the effective date of the arbitrator's decision.

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The City shall continue to participate in the Public Employees Retirement System for sworn officers employed by the City prior to August 28, 2003, and who are eligible to receive benefits under ORS Chapter 238 for service with the City pursuant to section 2 of chapter 733 Oregon, Laws 2003. The City shall participate in the Oregon Public Service Retirement Plan for sworn officers employed by the City on or after August 28, 2003, who are not eligible to receive benefits under ORS chapter 238 for service with the City pursuant to section 2 of chapter 733, Oregon Laws 2003.

On behalf of employees in the Public Employees Retirement System, the City will continue to "pick up" the employee contribution as the law requires. The parties acknowledge that various challenges have been filed that contest the lawfulness, including the constitutionality, of various aspects of PERS reform legislation enacted by the 2003 Legislative Assembly, including chapters 67 (HB 2003) and 68 (HB 2004) of Oregon Laws 2003. Nothing in this agreement shall constitute a waiver of any party's rights, claims or defenses with respect to the PERS litigation.

On behalf of employees in the Oregon Public Service Retirement Plan, the City will pay an amount equal to six percent (6%) of the employee's monthly salary, not to be deducted from the salary, as the employee's contribution to the employee's account when the employee becomes a member of the Individual Account Program established by section 29 of chapter 733, Oregon Laws 2003. The employee's contributions paid by the City shall not be considered to be "salary" under section 1(16)(c) of chapter 733, Oregon Laws 2003, for the purposes of computing a member's "final average salary" under section 10 of chapter 733, Oregon Laws 2003, or "salary" for the purposes of determining the amount of employee contributions required to be contributed pursuant to section 32 of chapter 733, Oregon Laws 2003.

All non-sworn employees will receive a vested benefit into the ICMA retirement program based on their actual account balances as of July 1, 1989 and the formula provided the City in the parties May 11, 1989 agreement. Effective July 1, 1989, the City will contribute 12% of salary as defined by ICMA into an ICMA 401A plan. Effective March 30, 1997, the City's contribution will be 11% and effective July 1, 1997, the City contribution will be 10%.

16.5 Liability

The City shall continue liability protection at least equal to its level of insurance as of June 30, 1991. The City may choose to self-insure.

16.6 Plan Descriptions

The City will annually provide each employee with a list and description of those insurance plans which this contract enumerates and a list and description of those plans which are available as options to City employees.

16.7 Flexible Spending Account

The City will make available the IRS Section 125 flexible spending account for pre-tax group premiums, dependent care and other approved medical reimbursement purposes.

City of Tigard and TPOA - Expiration Date: June 30, 2009

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ARTICLE 17 - SICK LEAVE

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17.1 Purpose

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The purpose of sick leave is to allow continuation of pay while an employee recuperates from an illness or other approved reason causing absence as noted in Section 17.6. Sick leave is also intended to provide employees with the assurance of pay in order that they may be away from the job to avoid exposing others to illness.

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17.2 Accrual System

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Employees shall be credited with eight (8) hours of accumulated sick leave for each full calendar month actively employed by the City. All regular employees and all probationary employees (after 30 days employment) are allowed sick leave for non-occupational disability. Sick leave may be accrued without a limit, except as provided for conversion to retirement.

17.3 Part-time Employees

Sick leave benefits for part-time employees shall be granted on a prorated basis to that of a forty (40) hour employee.

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17.4 Utilization

Accumulated sick leave shall be payable at the employee's regular straight-time rate in an amount equal to the time the employee would have worked, to a maximum of ten (10) hours per day. Employees may utilize their allowance for sick leave whenever they are unable to perform their work duties by reason of illness or non-occupational injury.

17.5 Notification

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In the event an employee is absent from work because of sickness or injury, the employee shall notify the supervisor, at least one (1) hour prior to the employee's scheduled start time, of the expected absence and the nature and expected length thereof. However, should an employee fail to call within the first hour of the regular work shift due to extreme illness, a physician's statement may be required by the supervisor and shall be paid for by the City when so required in the event the employee's health insurance does not cover the cost.

17.6 Family Use

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Employees may use sick leave where there is an illness in their family which necessitates making arrangements for the ill relative. Members of the employee's family are defined as relatives and/or dependents domiciled in the employee's household. Variances to this policy are to be approved by the Chief of Police prior to authorization of sick leave.

17.7 Integration with Worker's Comp

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In the case of on-the-job injuries covered by Workers' Compensation, the City will provide to the employee an amount equal to the difference between the payments received for Workers' Compensation time-loss benefits and regular net salary.

Whenever an employee receives a check for Workers' Compensation time-loss benefits, he/she shall report to the Finance Director of the City in writing the amount of the check and the period for which it represents payment. Sick leave will not be charged to the employee for injuries covered by Workers' Compensation or that are the result of on-the-job injury.

17.8 Retirement or Death

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- (a) Sworn employees covered by PERS shall have 50% of their unused sick leave credited to their retirement as per guidelines of PERS. In the event of the employee's death, the employee's heir will receive a cash death benefit equal to one-half of unused sick leave accrual at the time of death. This death benefit will be inapplicable if any portion of unused sick leave is converted for retirement or survivor benefits.
- (b) All other employees who have completed 20 years of credited service or have reached their normal retirement date or have become disabled, shall have one-half (1/2) of their unused sick leave applied to their retirement benefit. This benefit can be a cash-out at the employee's regular straight-time rate or the time can be applied to enable the

City of Tigard and TPOA - Expiration Date: June 30, 2009

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employee to retire early. In the event of the employee's death, his/her survivors would receive the cash benefit equal to one-half (1/2) of the value of the employee's unused sick leave.

17.9 Vacation Bonus

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An employee shall receive one extra vacation day for each twelve (12) consecutive months of non-use of sick leave from his/her most recent sick leave day. It shall be the responsibility of each employee to notify the department of his/her qualifications.

17.10 Appointment Leave

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Effective July 1, each employee shall receive sixteen (16) hours appointment leave to be used for medical or dental appointments. (Appointment leave will be non-accumulative.)

17.11 Family Medical Leave

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The City agrees to abide by the applicable provisions of state or federal law regarding family medical leave.

17.12 Sick Leave Donation

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An employee with a minimum of four hundred eighty (480) hours of unused sick leave may, on written notice to the City, donate sick leave time to another employee who has exhausted all sick leave and is in documented need of sick leave due to extended illness or injury. The donor's sick leave will first be converted to cash based on the donor's base salary and then converted to an appropriate amount of sick leave based on the donee's base salary.

ARTICLE 18 - LEAVE OF ABSENCE WITH PAY

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18.1 Compassionate Leave

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In the event of a death in the employee's family or of an individual of significant personal relationship to the employee, employees will be granted three (3) days off except in the case of extended travel that requires at least 200 miles travel each way, in which case employees will be granted an entire work week. For the purpose of this Article, an employee's family shall mean: spouse, parent, children, step-children, step-parent, brother, brother-in-law, sister, sister-in-law, mother-in-law, father-in-law, grandparents, grandchildren and any other person who is a dependent of the employee. If additional time is required, the employee may utilize other accrued leave.

Deleted: In the event of death or critical illness in the employee's family or of an individual of significant personal relationship to the employee, the Chief of Police shall grant needed time off with pay, not to exceed five (5) working days. For the purpose of this section, family shall be defined as: parents, parents-in-law, children, step-children, brothers, sisters and grandparents. For purposes of this provision, "critical illness" shall be defined as a life-threatening situation which reasonably requires the employee's presence.

City of Tigard and TPOA - Expiration Date: June 30, 2009

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18.2 Voting

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When an employee's work schedule is such that he/she would not be able to vote prior to or after his/her normally scheduled work hours, he/she shall be granted off duty time of up to two (2) hours to vote without loss of pay or accrued vacation.

18.3 Training

Deleted: 19

- (a) Training Information - The City shall provide the Association with information regarding law enforcement-related training opportunities as such information is received. The Association may submit recommendations for review by the Chief regarding the available training opportunities that it believes are of particular value or are lacking in value to the Department.
- (b) Mandatory Training - An employee may request assignment to a training activity or be so assigned upon the initiative of the Department. When an employee is assigned to attend a training activity, the following shall apply:
 - 1. All receipted course registration fees, tuition, and other out-of-pocket expenses shall be reimbursed by the City. All textbooks and other literature received as a result of taking the training shall be the property of the City.
 - 2. All mileage and per diem shall be reimbursed in accordance with this agreement.
 - 3. All time required for travel and course attendance shall be paid at the employee's regular or overtime rate, as applicable.
- (c) Voluntary Training - Training to which an employee is not specifically assigned pursuant to "b" above, shall be designated as voluntary training. Such training may occur on paid or non-paid time or a combination thereof and may be with full, partial, or no reimbursement of expenses. At the time that a training request is approved, the Department shall specify whether the training is considered to be voluntary or assigned and, if voluntary, the specified expenses, if any, that the City will reimburse and the paid time, if any, that the City will grant.

18.4 Jury Duty

Deleted: 19

- (a) Employees shall be granted leave with pay for service upon a jury provided that the day to be served on jury duty is a scheduled work day. Should the employee's regular schedule be other than a day shift, the City shall reschedule the employee to a day shift for the duration of the employee's jury service. The City shall not incur any liability for adjusting the shift of the employee on jury duty or for adjusting any other employee's shift to comply with this Article. No more employees than reasonably necessary will be adjusted to fill in for the shift of the employee on jury duty.
- (b) The employee is required to seek all fees due him or her for such jury duty and turn said fees, excepting personal vehicle mileage, over to the City. Upon being excused from jury duty for any day, the employee shall immediately contact his supervisor for assignment of the remainder of his or her work day.

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- (c) This Article shall only apply to those work weeks of the member during which the member is serving on an impaneled jury or is required to report for juror selection.

ARTICLE 19 - LEAVE WITHOUT PAY

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The City will consider a written application for leave of absence without pay, not to exceed one year, if the City finds there is reasonable justification to grant such leave and that the work of a department will not be jeopardized by the temporary absence of the employee. The City may terminate or cancel such leave by 30 days written notice mailed to the address given by the employee on his/her written application for such leave. Such leave may be denied if it is for the purpose of accepting employment outside the service of the City and notice that an employee has accepted permanent employment or entered into full time business or occupation may be accepted by the City as a resignation.

Any employee who is granted a leave of absence without pay under this section and who for any reason fails to return to work at the expiration or termination of said leave of absence shall be considered as having resigned his/her position with the City and the position shall be declared vacant unless the employee, prior to the expiration of the leave of absence or prior to the termination date has furnished evidence that they are unable to work by reason of sickness, physical disability or other legitimate reasons beyond their control and seeks an extension of leave for such reason. Such a request for extension shall be in writing. An extension shall be granted only for a specified period of time and only if the City determines that the request is reasonable and justified and that the extension may be granted without jeopardizing the operation of the department.

ARTICLE 20 - GRIEVANCE PROCEDURE

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20.1 Process

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To promote better relations, the parties agree to settle any disputes as to the meaning or interpretation of this contract by the following procedure:

STEP 1: After first attempting to resolve the grievance informally, the Association or any employee with notice to the Association, may claim a breach of this Agreement in writing to the employee's immediate supervisor within fourteen (14) days from the occurrence thereof, or of the employee's knowledge thereof. The notice shall include:

- a) a statement of the grievance and relevant facts;
- b) provision of the contract violated;
- c) remedy sought.

The supervisor shall respond to the grievance in writing within seven (7) days, with a copy to the Association.

STEP 2: If after seven (7) days from the date of submission of the grievance to the supervisor the grievance remains unadjusted, the grievance may be submitted within seven (7) days to the Chief of Police. The Chief, or his/her designee, may meet with the aggrieved

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City of Tigard and TPOA - Expiration Date: June 30, 2009

party, who may request an Association representative at the hearing. The Chief, or his/her designee, shall respond to the grievance in writing within fourteen (14) days with a copy to the Association.

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STEP 3: If after seven (7) days from the date of submission of the grievance to the Chief the grievance remains unadjusted, the grievance may be submitted within seven (7) days to the City Manager, or his/her designee, who shall meet with the aggrieved party and Association representatives and shall respond to the grievance in writing within fourteen (14) days with a copy to the Association.

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STEP 4: If the grievance is not resolved within fourteen (14) days from submission of the grievance to the City Manager, or his/her designee, it may be submitted within fourteen (14) days to an arbitrator. The arbitrator shall be selected by mutual agreement of the parties as follows:

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A list of eleven (11) Oregon/Washington arbitrators shall be requested from the Employment Relations Board who are members of the American Arbitration Association (AAA). If the parties cannot mutually agree to an arbitrator, they will by lot alternately strike one (1) name from the list until only one (1) is left. The one remaining shall be the arbitrator.

The parties shall jointly request that the arbitrator render a decision in writing within thirty (30) days of the close of the hearing and receipt of briefs. The power of the arbitrator shall be limited to interpreting this Agreement and determining if it has been violated. The arbitrator shall have no authority to add to, subtract from, or modify this Agreement. The decision of the arbitrator shall be binding on both parties.

The parties specifically agree that, in the event issues are submitted to arbitration (grievance or interest), the decision shall be strictly limited to those issues disputed by the parties.

The costs of the arbitrator shall be borne by the losing party. Each party shall be responsible for the costs of presenting its own case to arbitration.

20.2 Time Limits

Deleted: 21

Any time limits specified in this grievance procedure may be waived by mutual consent of the parties. "Day" shall be defined as calendar day. Failure to submit the grievance in accordance with these time limits without such waiver shall constitute abandonment of the grievance. Failure by the City to submit a reply within the specified time will constitute a denial of the grievance. A grievance may be terminated at any time upon receipt of a signed statement from the Association or the employee that the matter has been resolved.

ARTICLE 21 - MILEAGE AND PER DIEM ALLOWANCE

Deleted: 22

21.1 Mileage Reimbursement

Deleted: 22

Whenever an employee is authorized to use his/her personal vehicle in performance of official City duties, he/she shall be compensated at the standard IRS-allowed rate.

City of Tigard and TPOA - Expiration Date: June 30, 2009

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21.2 Expenses

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An employee traveling on authorized City business shall receive, in addition to his/her transportation and lodging expenses, a per diem allowance of \$30.00 per day, or fraction thereof, actually spent on City business for each programmed day of a conference or meeting and for time spent in travel, except that per diem for travel shall not exceed one (1) day each way. The purpose of per diem is to cover ordinary expenses such as meals, refreshment, tips, etc. If upon return to work the employee justified to the satisfaction of the City Manager that the per diem allowance was insufficient to cover reasonable actual costs, the per diem amount shall be adjusted accordingly by the City Manager. Employees anticipating the need for per diem compensation shall so advise the City Manager in advance of travel on forms provided by the City and receive advance authorization therefor.

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ARTICLE 22- CLOTHING AND UNIFORM

Deleted: 23

22.1 Uniform

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If an employee is required to wear a uniform, Such uniform shall be furnished by the City, and the City shall pay for initial tailoring. Any required leatherware and personal firearm is specifically excluded from this provision and shall be the responsibility of the employee to provide. The employee shall make restitution to the City for loss or damage to any City supplied uniform unless such loss or damage occurred in the line of duty and was not caused by negligence on the part of the employee. Proper maintenance of a required uniform is the responsibility of the employee; however, the City shall be responsible for replacement of body armor and OC spray in accordance with the manufacturer's recommendations..

22.2 Clothing Allowance

Deleted: 23

The City will provide a clothing allowance for employees while assigned to plain clothes duty at the rate of \$50.00 per month. The provisions of this section shall apply to reimbursable expenses incurred in the fiscal year for reimbursement within the same fiscal year and shall apply only to sworn personnel who wear plain clothes seventy-five percent (75%) or more of duty time calculated monthly.

22.3 Property Reimbursement

Deleted: 23

The City shall reimburse employees for personal property reasonably and necessarily worn or carried when such property is stolen, damaged, or destroyed as a direct result of the employee's performance of his/her official duties. Reimbursement shall not be granted if the negligence or wrongful conduct of the employee was a substantial contributing factor to the theft, damage, or destruction.

22.4 Cleaning

Deleted: 23

The City shall provide every uniformed employee with one (1) cleaning per week of the required uniform, and the City shall provide cleaning for the duty jacket on a quarterly basis with a contracted cleaner as specified by the City.

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22.5 Equipment Allowance

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The City will provide an allowance for personnel to purchase department-required and approved clothing or equipment. The equipment allowance will be in the amount of one hundred dollars (\$100.00) per year, paid by separate check as of the first pay date following July 1 of each year, and will be for the purpose of reimbursing employees for the costs of equipment necessary for the performance of their job, including articles of clothing and footwear.

ARTICLE 23 - SENIORITY

Deleted: 24

23.1 Definition

Deleted: 24

Only regular full-time employees shall have seniority. Seniority shall be achieved following the completion of the probationary period as defined in Section 26.1 and shall thereafter be established as the employee's total unbroken service in the bargaining unit. Time spent in the armed forces on military leave of absence, authorized leaves with pay and time lost because of duty-connected disability shall be included in the employee's total unbroken length of service. If an employee is on an authorized leave without pay for a period in excess of fifteen (15) calendar days, such time in excess of fifteen (15) days shall not apply to seniority provided that the employee's seniority will not be considered broken or terminated by authorized leave in excess of fifteen (15) days. In cases where employees were hired on the same date, seniority order shall be determined by lot. Employees who are promoted to a position outside of the bargaining unit shall retain existing seniority but shall accrue no seniority during the time they work outside the unit.

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23.2 Loss of Seniority

Deleted: 24

Seniority shall be broken or terminated if an employee:

- (a) Quits;
- (b) Is discharged for just cause;
- (c) Is laid off and fails to respond to written notice as provided in Article 24;
- (d) Is laid off from work for any reason for twenty-four (24) months;
- (e) Fails to report to work at the termination of a leave of absence;
- (f) While on a leave of absence accepts employment without permission;
- (g) Is retired.

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If an employee's seniority is broken and he is subsequently hired to work in the Police Department, his seniority shall run from his most recent date of hire within the bargaining unit.

23.3 Application

Deleted: 24

Seniority shall apply by classification in the matter of layoff, recall, and shift and days off bidding, except that if an employee has been demoted, seniority shall include all time in the employee's present or higher classification within the bargaining unit. Seniority shall apply by total unbroken service in the bargaining unit for purposes of vacation scheduling under Section 15.2.

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City of Tigard and TPOA - Expiration Date: June 30, 2009.

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23.4 Seniority List

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The City will provide the Association with a seniority list on January 1 and July 1 each year and shall post the list in a conspicuous place available to all employees.

ARTICLE 24 - LAYOFF AND RECALL

Deleted: 25

In the event of layoff for any reason, employees shall be laid off in the inverse order of their seniority in their classification. Any employee who is to be laid off shall be given a position, in a lower classification in the bargaining unit, providing the employee has greater seniority than the employee being bumped, and is qualified to perform the requirements of the job. An employee who is promoted out of the bargaining unit and into management shall retain his/her unit seniority and may bump back into the unit, if laid off, if the management employee has the greater seniority as a unit member. The employee shall bump the employee in the lower class with the least seniority with the department. A sworn employee may not bump a non-sworn employee unless the sworn employee previously held the non-sworn classification. Employees shall be called back from layoff according to seniority in the classification from which the employees were laid off within the department. No new employees shall be hired in any classification until all employees on layoff status in that classification have had an opportunity to return to work. An employee on layoff status shall accept or decline an opening within fifteen (15) days of notice of termination of layoff.

If there is a shortfall of unencumbered general purpose money in the General Fund and it is necessary to lay off personnel within the bargaining unit, the City and the Association will meet and consult prior to the City finalizing and implementing its decision.

ARTICLE 25 - SHIFT AND DAYS OFF BIDDING

Deleted: 26

25.1 Rotation

Deleted: 26

All shifts shall be rotated each six (6) months on the first Sunday of the first full pay period in January and July of each year.

25.2 Shift and Days Off

Deleted: 26

Prior to regular shift rotation, eligible employees shall be entitled to submit written bids for shift assignments and days off from the slots made available by the Department. Employee bids for both shifts and days off shall be submitted in writing to a designated supervisor at least 30 days prior to the regularly scheduled rotation. Shift and days off bids shall be honored on the basis of seniority within the bargaining unit except as follows:

- (a) Unless written permission is granted by the Chief or a designee, no employee shall be eligible to remain on the same shift more than 18 consecutive months. An exception will exist for Records Specialists, who will not be required to rotate off shift unless the need arises to institute a graveyard shift, in which case the Association will have an opportunity to meet and confer regarding the reversion back to an 18 month rotation.

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- (b) Between regular shift rotations, the Chief or a designee may, for good cause and based upon a good faith analysis of operational and personnel needs of the Department, reassign employees to a different shift. Such good faith assignments shall not be grievable but employees shall receive at least two (2) weeks notice prior to such re-assignments, unless precluded by an emergency, and shall be afforded the opportunity to discuss the matter with the Chief.

- (c) Probationary employees shall not bid for shifts.

25.3 Overtime Waiver

Deleted: 26

For the purpose of this article, the City shall not be obligated to pay overtime that arises as a result of shift rotation so long as the employee does not work more than 80 hours in a 14 day period or work more than five (5) consecutive days.

25.4 Adjustment of Schedules at Rotation

Deleted: 26

During the week before and week of the shift rotation, the City may adjust schedules for the purpose of transitioning to the new shift, to prevent an employee from working more than five (5) days in a row.

ARTICLE 26- PROBATIONARY PERIOD

Deleted: 27

26.1 Definitions

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- (a) For Police Officers who have less than 24 months satisfactory experience with a state, county, or municipal law enforcement agency, the probationary period shall be 18 months.
- (b) For Police Officers with at least 24 months satisfactory experience with a state, county, or municipal law enforcement agency, the probationary period shall be 12 months.
- (c) Non-sworn personnel shall be subject to a 12 month probationary period.

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Prior to completion of the probationary period, employees may be discharged at will and such discharge shall not be subject to the grievance procedure.

26.2 Non-Sworn Promotional Probation

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All non-sworn promotions shall be subject to a six (6) month promotional probationary period. Any employee who fails to complete the probationary period, including any employee who is promoted to a position outside the bargaining unit, shall have the right to be reinstated to the classification he/she held prior to being promoted.

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ARTICLE 27- DISCIPLINE AND DISCHARGE

Deleted: 28

27.1 Definition

Deleted: 28

Disciplinary action or measures for violations of rules or regulations shall include only the following: oral reprimand, written reprimand, demotion, suspension, reduction in pay, other monetary assessment or discharge. Notice of suspension or discharge will be given in writing. Employees are subject to discipline or discharge for just cause.

27.2 Process

Deleted: 28

If the City has reason to discipline an employee, the employee shall have the right to be represented by an Association representative during such procedure. If the City has reason to discipline an employee, it will take all reasonable measures to assure against embarrassment of the employee before other employees or the public.

27.3 Association Representation

Deleted: 28

In the event of any interview which may reasonably lead to disciplinary action, the affected employee shall have the right to be assisted by an Association representative during such procedures. The parties mutually agree to the "Internal Investigation Procedures" attached hereto as Addendum D and incorporated herein.

ARTICLE 28 - PERSONNEL FILE

Deleted: 29

No material in any form which can reasonably be construed, interpreted, or acknowledged to be derogatory shall be placed in the employee's personnel files unless he/she has been allowed to read such material.

Any employee upon his/her request shall have access to his/her personnel files and shall have the right of reproduction of his personnel files in full or in part. No portion of an employee's files shall be transmitted without the explicit consent and request of the employee, other than to those authorized within the Tigard Police Department, the City Manager or his/her staff, or a court of competent jurisdiction. The official personnel file shall be maintained in the Human Resources Department.

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ARTICLE 29 - WAGES

29.1 Salary Schedules

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Effective July 1, 2006, increase wages across the board by the amount of the increase in the CPI-W, West Index (annual average) minimum 2.5 percent, maximum 5 percent.

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Effective July 1, 2007, increase wages across the board by the amount of the increase in the CPI-W, West Index (annual average) minimum 2.5 percent, maximum 5 percent.

Either party may reopen this Section for the purposes of negotiating on a wage increase for fiscal year 2008-09. In the event one of the parties opens for negotiations, the parties will commence negotiations on or before January 5, 2008.

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City of Tigard and TPOA - Expiration Date: June 30, 2009.

Each employee shall be paid at one of the steps in the range prescribed for his/her classification.

Normally, an employee will be appointed or reinstated at the first step of the range established for his/her classification. The Chief may make an appointment or reinstatement above the first step.

29.2 Schedule Movement

Deleted: 30

A new employee or promoted employee is eligible for consideration for advancement to the next step of the salary range for his/her classification at the beginning of the next pay period following completion of the equivalent of six (6) months of service. Advancement of employees to higher pay steps shall not be automatic, but may be made to the next pay step in the employee's classification, effective on the first day of the next pay period following the completion of each 12 months of satisfactory work performance. Such advancement shall be subject to a written employee evaluation by the department head to the City Manager certifying that the employee had been making normal improvement in the ability to carry out his/her job assignment.

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Advancement may be withheld or postponed in the event the employee is not performing his or her job assignment satisfactorily.

29.3 Promotions

Deleted: 30

Upon promotion, employees will move to the next highest step, minimum 5% pay increase, computed on the basis of the base rate of pay exclusive of premium, special assignment, or incentive/longevity pay.

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29.4 Demotion

Deleted: 30

Unless a lesser sanction is provided by the City Manager, an employee voluntarily demoted or demoted as a result of a disciplinary action shall be paid at the same step of the lower range as he/she occupied before being promoted, with consideration of length of service of the employee in the higher range. A demoted employee shall retain the same salary increase date.

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29.5 Salary Range Changes

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When a range is changed, the employee's pay is based upon the same step of the new range as in the old. Such changes shall not alter the employee's eligibility for salary increases.

29.6 Pay Periods

Deleted: 30

The City shall pay employees once every two weeks.

ARTICLE 30 - INCENTIVE PAY

Deleted: 31

30.1 Certification/Education

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INCENTIVE/LONGEVITY MERIT

Deleted: 31

Certification pay increments will begin as of the date of issuance shown on the certification. Educational achievement pay increments will begin as of the date of written City of Tigard and TPOA - Expiration Date: June 30, 2009.

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notice to the City of a degree or equivalent hours. Members of the bargaining unit shall be eligible for educational and training incentive increments to be applied to their current salary after meeting the following requirements:

- (a) Completion of probation.
- (b) Accrual of the necessary education and training points for the intermediate or advanced certificate as set forth by Addendum E.

Incentive premiums and education requirements are as follows:

Sworn Personnel

Premium	BPST Certification	Educational Achievement
2.5%	a. Intermediate	-----
	b.	A.A./A.S. or equiv. Hours
5%	a. Intermediate	A.A./A.S. or equiv. Hours
	b. Advanced	-----
7.5%	a. Advanced	A.A./A.S. or equiv. hours

See Addendum E, Sworn Personnel certification Standards.

30.2 Longevity

Deleted: 31

Longevity merit incentive shall be paid in accordance with the following schedule only to those employees with five (5) or more years of service with the City on or before ratification of this Agreement, who elect to be grandfathered into the longevity premium program in lieu of eligibility for advancement to a sixth (6th) step at five percent (5%) above Step 5. The one-time election must be made by an eligible employee during the window period established by the City following ratification of this Agreement:

2% after 5 years
3% after 6 years
4% after 7 years
5% after 8 years
6% after 9 years
7.5% after 10 years
10% after 15 years

Employees with less than five (5) years of service with the City on or before ratification of this Agreement, will not be eligible for longevity under this section, but will be eligible for advancement to Step 6 consistent with Article 29, Section 29.2 governing schedule movement.

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The above percentages shall be applied to the individual employee's base salary but not to exceed a maximum of the top step of the police officer classification salary. These percentages shall be applied to the base pay step, not including educational incentive pay to previous longevity increases (i.e., shall not be compounded).

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30.3 Special Assignment Pay

City of Tigard and TPOA - Expiration Date: June 30, 2009

Recognizing the right of the City to transfer and assign as determined by the Chief, special assignment pay will be paid per an employee's current assignment as follows:

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Motorcycle ¹	5%
K-9 ¹	5%
Detectives	3-5%
Narcotics	3-5%
TNT	3-5%
SRO	3-5%
Gang Enforcement ²	2.5%
Transit Police (PPB) ³	2.5%

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Except in the case of Motorcycle and K-9 assignments, employees will receive 3% for the first year in any assignment and will be eligible for an increase to 5% after serving in the assignment for one year.

30.4 Bilingual Incentive

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¹ Canine Handler and Motor Cycle Officer activities shall be conducted on-duty. Acceptance of the assignment is based upon willingness to care for the animal or the motorcycle off-duty. Employees who serve as Canine Handlers or Motorcycle Officers shall receive a pay differential of five percent (5%) of their base salary while serving in that capacity, and shall not receive overtime wages for off-duty care of the animal or motorcycle. The parties intend to compensate for any off-duty care, cleaning, fueling, feeding or grooming at the overtime rate computed based upon the FLSA or Oregon minimum wage (whichever is greater). The five percent (5%) differential compensates for approximately 45 minutes per day. The parties agree that not more than 45 minutes per day is required for off-duty care of the motorcycle or animal. This agreement is based in part upon the Letter Ruling of September 25, 1985, of the Deputy Administrator, Wage and Hour Division, United States Department of Labor. The parties agree that commuting to work with the motorcycle or the dog does not constitute "hours of work" solely because of being on the bike or because the dog is in the vehicle. Motorcycle Officers and Canine Handlers shall not be entitled to a call back premium when duty concerns maintenance of the motorcycle or emergency care of their animal. Such time shall be treated as overtime.

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² The Gang Enforcement Officer special assignment pay is in recognition and consideration of the more directed patrol mission, the greater likelihood of becoming involved in more complex investigations and the need to address mission schedule flexibility. The Gang Enforcement Officer Position has a regular work schedule as defined in Section 12.2(a) and (b). It is agreed that the hours worked by the Gang Enforcement Officer may be flexed.

³ The Transit Police Division special assignment pay is in recognition and consideration of the more directed patrol mission, the greater likelihood of becoming involved in more complex investigations and the need to address mission schedule flexibility and the prerequisites of the IGA (Intergovernmental Agreement) between TriMet and the City of Tigard. The Transit Police Position has a regular work schedule as defined in article 12.2(a) and (b). It is agreed that the hours worked by the Transit Police Officer may be flexed. When a Transit Police Officer's shift assignment is changed with the Transit Police unit, this shift change shall be completed pursuant to Sections 25.3 (Overtime Waiver) and 25.4 (Adjustment of Schedule at Rotation) of the contract.

City of Tigard and TPOA - Expiration Date: June 30, 2009.

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An employee shall be eligible to receive a \$50/month Spanish language premium if they provide the City with proof on an annual basis that they meet standards acceptable to the City.

30.5 Standby

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Any employee required to be on standby will be compensated one dollar (\$1.00) for every hour so acting.

30.6 Acting Supervisor

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Appointment of non-supervisory personnel to a supervisory position may be made on an acting basis to fill a temporary vacancy. An employee holding an acting supervisory position shall be entitled to a five percent (5%) premium for all time so assigned.

30.7 Coaching

Non-supervisory personnel assigned to coach newly hired or promoted police department employees shall be entitled to a pay increase of 5% of the top-step base pay, for the classification acting as a coach, for each day or part of a day for the duration of their acting assignment.

30.8 Higher Classification

Employees assigned to work in a higher classification, other than what is described in Sections 30.6 & 30.7 of this Article, shall be entitled to a five percent (5%) premium for all time so assigned.

ARTICLE 31 - SAVINGS CLAUSE

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If any article or section of this Agreement or any amendment thereto should be held invalid by operation of the law, or by any lawful tribunal having jurisdiction or if compliance with or enforcement of any article or section should be restricted by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section. The parties agree that the labor agreement will not serve to restrict the City's obligation to comply with the federal and state law concerning its duty to accommodate individuals with disabilities.

ARTICLE 32 - TERMINATION

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This contract shall be effective as of the date of its signing by both parties or as otherwise specified herein and shall remain in full force and effect until June 30, 2009.

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The parties agree to commence negotiations on or before January 5, 2009, for a successor Agreement. This contract shall remain in full force and effect during the period of negotiations.

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City of Tigard and TPOA - Expiration Date: June 30, 2009.

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The parties agree to administer this contract and negotiate for a successor agreement in accordance with ORS 243.650, et. seq., the Oregon Public Employee Collective Bargaining Law.

Signed this _____ day of _____, 2006.

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CITY OF TIGARD, OREGON

TIGARD POLICE OFFICERS'
ASSOCIATION

City Manager

TPOA President

Date: _____

Date: _____

City of Tigard and TPOA - Expiration Date: June 30, 2009

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ADDENDUM A
CITY OF TIGARD, OREGON
TPOA GROUP SALARY SCHEDULE

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7/1/06 – 7/1/07

Range	Classification title		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Deleted: 7/1/04 – 7/1/05
450	Police Records Specialist	Monthly	2,719	2,857	3,000	3,150	3,305	3,470	Deleted: range
	Detective Secretary	Hourly	15.69	16.48	17.31	18.17	19.07	20.00	Deleted: Classification Title
		Annually	32,628	34,284	36,000	37,800	39,660	41,655	Deleted: Step 1
									Deleted: Step 2
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									Deleted: Step 4
									Deleted: Step 5
									Deleted: Step 6
454	Property/Evidence Clerk	Monthly	3,010	3,160	3,319	3,486	3,661	3,844	Deleted: 450
	Senior Records Specialist	Hourly	17.37	18.23	19.15	20.11	21.12	22.17	Deleted: Records Specialist
	Community Service Officer	Annually	36,120	37,920	39,828	41,832	43,932	46,110	Deleted: Monthly
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									Deleted: 2,700
									Deleted: 2,836
									Deleted: 2,978
									Deleted: 3,125
350	Police Officer	Monthly	3,761	3,859	4,061	4,272	4,500	4,727	Deleted: 3,281
		Hourly	21.70	22.26	23.43	24.65	25.96	27.25	Deleted: Detective Secretary
		Annually	45,132	46,308	48,732	51,264	54,000	56,688	Deleted: Hourly
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									Deleted: 15.58
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City of Tigard and TPOA - Expiration Date: June 30, 2009

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ADDENDUM B

Any request for information by the Tigard Police Officers Association shall be addressed to the City's Human Resources Director in writing.

The request shall state specifically the information being sought and a statement as to why the Association believes it is entitled to such information.

The City shall within thirty (30) days either provide the information requested or object to providing the information. Objections shall be in writing addressed to the Association President and shall state specifically either why the City believes it is not obligated to provide the information or what additional information the City believes it needs to assess whether it should provide the information. Failure to object to the request within thirty (30) days constitutes a waiver by the City of its right to claim it is not obligated to provide the information.

The Association has fifteen (15) days from the date of any objection to provide further clarification or restate its request. Failure of the Association to respond within fifteen (15) days constitutes a waiver of its right to claim it is entitled to the information.

The City has fifteen (15) days from the date of any clarification or restatement of the request to provide the information. If the City fails to provide the information at the end of this period, the Association may seek recourse with the Employment Relations Board.

ADDENDUM C

For purposes of determining whether training is mandatory for purposes of Article 18, Section 18.3(b), the following guidelines will apply:

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Training necessary to certify an employee to perform their specific job duties and functions, keep an employee certified to perform their job duties and functions, or required of an employee by the Department to perform their job duties and functions shall be considered assigned mandatory training.

The following are examples regarding the interpretation of this language:

An employee wants to go to a school to be certified but is not assigned by the Department and the training is not required for their current assignment, not mandatory.

An employee is assigned as a firearms training officer and needs to get certified as a firearms instructor before he/she can fulfill their job duties and functions as an instructor, mandatory.

A motor officer goes to training and is certified. He/she requests to go to the Annual Motor Training Conference as mandatory training, not mandatory.

ADDENDUM D

DISCIPLINARY INVESTIGATION PROCEDURES

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A. Advance Notice.

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Prior to any disciplinary investigation which could result in suspension or discharge, the employee concerned shall be notified not less than twenty-four (24) hours before the interview or such time as written reports are required, except when, in the opinion of the City, a delay will jeopardize the success of the investigation or when criminal conduct is at issue. If the employee is advised in writing that the interview will not be used against him or her for disciplinary purposes, then the 24 hour notice will not be required. An employee may voluntarily waive the above twenty-four hour (24-hour) notice. The notice shall include the specific reasons for the interview, a statement of whether the employee is a witness or a suspect, and any other information necessary to reasonably inform him/her of the nature of the investigation. The employee shall be notified of the right to and afforded an opportunity and facilities, subject only to scheduling limitation, to contact and consult privately with an attorney and/or a representative of the Association, and to have that representative and/or attorney present at any interview.

B. The Interview

1. Interview shall be conducted in the Department Office unless mutual agreement of the parties or the particular circumstances of the situation require another location.

2. Any interview of an employee normally shall be when he/she is on duty, unless the serious nature of the investigation dictates otherwise.

3. Parties to the interview shall be limited to those reasonably necessary to conduct a thorough and fair investigation. The employee shall be informed as to the name, rank and command, or other similar information of all persons present, if they are unknown to him/her, and may have an Association or other representative present to witness the interview and assist him/her.

4. The interview shall be limited in scope to acts, events, circumstances and conduct which pertain to the subject investigation and shall be conducted in a manner devoid of intimidation or coercion. The employee shall be granted reasonable rest periods, with one (1) intermission every hour if so requested. Interviews exceeding two (2) hours shall be continued only by mutual consent.

5. If the interview is recorded, the employee shall be provided with a copy of the recording upon request, or he/she may record the interview himself/herself at his/her own expense, and the City shall be provided with a copy. If any portion of the recording is transcribed, the employee shall be given a copy. Interview proceedings shall be kept strictly confidential by all concerned.

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C. Investigation Findings:

1. When the investigation results in sustained charges of violation of department policy, the employee and the Association, upon request, shall be given a copy of the investigation, including all material facts of the matter. If available, such information will be provided in an electronic format (i.e. PDF or other protected format).

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2. When the investigation results in discharge or suspension, the employee shall be notified immediately of the nature of the action to be taken, the reasons therefor, and the effective date of such action. Copies of the notice and summary report of the investigation shall be placed in the employee's personnel file and made available for his/her inspection.

3. An employee may protest any suspension or discharge through the regular contract grievance procedure.

ADDENDUM E
SWORN PERSONNEL
INTERMEDIATE CERTIFICATION

Minimum Years of Experience	8 yrs	7 yrs	6 yrs	5 yrs.	4 yrs	3 yrs	2 yrs
Minimum Training Points, Including BPST Basic Course (Equivalent hours in parentheses)	15 (300 hrs.)	23 (460 hrs.)	30 (600 hrs.)	38 (760 hrs.)	45 (900 hrs.)	BPST Basic Course	BPST Basic Course
Minimum Education Points	15	23	30	38	45	Assoc. Degree	Bach. Degree

ADVANCED CERTIFICATION

Minimum Years of Experience	12	11	10	9	8	9	6	4
Training Points, Including BPST Basic Course (Equivalent hours in parentheses)	30 (600 hrs.)	35 (700 hrs.)	40 (800 hrs.)	45 (900 hrs.)	60 (1200 hrs.)	BPST Basic Course	BPST Basic Course	BPST Basic Course
Minimum Education Points	30	35	40	45	60	Assoc. Degree	Bach. Degree	Mast. Degree

ADDENDUM F
SIDE LETTER

Effective with the pay period commencing March 30, 1997, the City agrees to increase the salary of each sworn officer and each step of the current salary schedule by six percent (6%). From that time forward, the TPOA agrees that sworn officers shall contribute six percent (6%) of salary to PERS. The City shall withhold from the salary of sworn officers the employee's PERS contribution, with other required withholdings, and shall pay the amount withheld for PERS to PERS in lieu of payment to PERS by the employee. Sworn officers shall have no option to receive the amount withheld and contribute directly instead of having it paid by the City to PERS. For the limited purposes of Internal Revenue Code Section 414(h)(2) and related tax statutes, the employee's contribution to PERS will be picked up by the City as a pre-tax contribution as the term "picks up" is used in the Internal Revenue Code.

This change is not applicable to any employee until they become eligible and qualified for membership in PERS.

Effective January 1, 2002, this provision will no longer be in effect and the City will begin paying the employee six percent (6%) pickup in lieu of a wage increase on July 1, 2001, in accord with Article 17, Section 6 and Article 30, Section 1.

Memorandum of Understanding

The parties agree that the Chief reserves the right to reinstate an 18 month rotation for records clerk if he identifies an operational issue with remaining on fixed shifts.

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Property Evidence Clerk

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Monthly

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Senior Records Clerk

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Hourly

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Agenda Item #
Meeting Date

8
May 23, 2006

COUNCIL AGENDA ITEM SUMMARY
City Of Tigard, Oregon

Issue/Agenda Title Name the Cook Park Baseball Fields the "John Anderson Baseball Fields"

Prepared By: Dan Plaza Dept Head Okay *DK* City Mgr Okay *CP*

ISSUE BEFORE THE COUNCIL AND KEY FACTS

- * Council is being asked to consider naming the Cook Park baseball fields the "John Anderson Baseball Fields" in honor of John Anderson.
- * John Anderson was an avid supporter of Tigard youth.
- * John Anderson was a community activist who worked tirelessly on the improvements made at Cook Park including: land acquisition, installation of new athletic fields, rehabilitation of existing fields, and the construction of a concession/restroom building.

STAFF RECOMMENDATION

Approve the naming of the Cook Park baseball fields as the "John Anderson Baseball Fields."

KEY FACTS AND INFORMATION SUMMARY

- * John Anderson served as the Secretary of the Atfalati Recreation District (ARD) until his death last year.
- * John Anderson was instrumental in putting together the cooperative agreement between the City and ARD.
- * Honoring John Anderson will be positively received throughout the community.
- * A plaque, reading "John Anderson - A man who cared about kids and worked tirelessly on their behalf - June 18, 2006," will be placed near the baseball fields.
- * A ceremony, similar to the naming of the Nicoli Fields, will be held during the Balloon Festival on June 18, 2006.
- * In accordance with Resolution No. 99-37, the Council has the authority to name City facilities.

OTHER ALTERNATIVES CONSIDERED

The Council could choose not to name the baseball fields in honor of John Anderson.

COUNCIL GOALS AND TIGARD BEYOND TOMORROW VISION STATEMENT

Tigard Beyond Tomorrow, Community Character and Quality of Life

Goal #1 Volunteerism – The City will maximize the effectiveness of the volunteer spirit to accomplish the greatest good for our community.

Planned Action - Recognize Volunteers through events and communication with the community at-large.

ATTACHMENT LIST

1. Resolution
2. Resolution No. 99-37 with Exhibit A

FISCAL NOTES

The cost of the sign will be \$600 to \$800 and the cost of the plaque will be \$150 to \$200. The funds to cover these costs will come from the parks operational budget.

CITY OF TIGARD, OREGON
TIGARD CITY COUNCIL
RESOLUTION NO. 06- ____

A RESOLUTION NAMING THE COOK PARK BASEBALL FIELDS THE
"JOHN ANDERSON BASEBALL FIELDS"

WHEREAS, John Anderson was an avid supporter of Tigard youth; and

WHEREAS, John Anderson was a community activist who worked tirelessly to improve Cook Park; and

WHEREAS, John Anderson served as the Secretary of the Atfalati Recreation District until his death in 2005; and

WHEREAS, John Anderson was instrumental in putting together the cooperative agreement between the City of Tigard and the Atfalati Recreation District; and

WHEREAS, honoring John Anderson will be positively received throughout the community.

NOW, THEREFORE, BE IT RESOLVED by the Tigard City Council that:

SECTION 1: In accordance with Council Resolution No. 99-37, the Council hereby names the baseball fields at Cook Park the "John Anderson Baseball Fields" in honor of John Anderson.

SECTION 2: This resolution is effective immediately upon passage.

PASSED: This _____ day of _____ 2006.

Mayor - City of Tigard

ATTEST:

City Recorder - City of Tigard

CITY OF TIGARD, OREGON

RESOLUTION NO. 99-37 -

A RESOLUTION ESTABLISHING A POLICY OF THE CITY COUNCIL ON PLACING MEMORIALS IN CITY PARKS.

WHEREAS, the Tigard City Council desires to have a policy for designating memorials within City park facilities, City-owned properties and with the naming of building and park properties; and

WHEREAS, the City Council recognizes that over the past several years, various park lands have been acquired by the City of Tigard and various facilities have been built at City parks and properties which could appropriately be named in memory of individuals who have provided service to the community; and

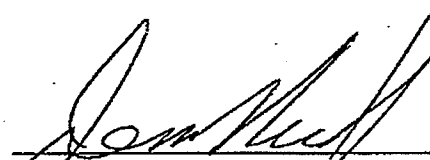
WHEREAS, in the past the City has named properties or facilities in memory of individuals without the benefit of an established City policy; and

WHEREAS, the Council wishes to have a formal policy to apply for official naming of City parks, facilities and features within parks.

NOW, THEREFORE, BE IT RESOLVED by the Tigard City Council that:

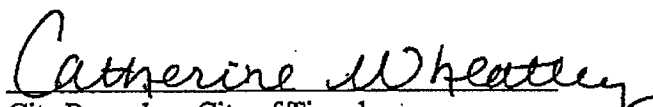
SECTION 1: The City Council hereby adopts the Memorial Policy described in Exhibit "A" attached hereto.

PASSED: This 8th day of June 1999.



Mayor - City of Tigard

ATTEST:



City Recorder - City of Tigard

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EXHIBIT "A"

TIGARD MEMORIAL POLICY FOR NAMING CITY PARK FACILITIES; DISTINCT ELEMENTS WITHIN CITY-OWNED PROPERTIES, AND CITY BUILDINGS

PURPOSE:

To outline the policy, criteria and process for designating memorials within City park facilities, distinct elements within City-owned properties and naming of buildings and park properties.

BACKGROUND:

As the City adds parks, open spaces and public facilities by acquisition and donation, the City has found that there is a need for a process to honor individuals or groups by naming City parks, distinct elements within City-owned properties or City buildings and to place memorials to advise the public of the recognition. In addition, the City has been the recipient of bequests which have required that the City recognize the financial contributions by memorializing the gift in some way. Finally, in the past, the City has accepted as a term of purchase of park land a requirement that the City acquired property be developed into a park with a specified park name.

In order that the City Council and staff have guidelines to follow when considering requests that memorials be placed within City park facilities or that City parks or buildings be named after individuals, a policy should be in place.

POLICY:

Land, facilities and features within property owned by the City of Tigard will be named through an administrative process in accordance with established criteria that emphasize community identity and service to the community.

Criteria for naming City park facilities, distinct elements within City-owned properties, and City buildings:

1. Memorials within City park facilities – Memorials included within this category are memorials which would be placed on or near basic park amenities, such as benches, picnic tables, trees, shrubs and plaques. If the memorial meets park standards for construction and materials, the Parks Division will assume maintenance responsibility for the useful life of the memorial. Replacement of the memorial shall be at the discretion of the Parks Division staff. Interested parties must submit a written request to the Parks Division regarding the type of memorial, proposal occasion and significance of the memorial.

Parties interested in placing memorials shall be financially responsible for the purchase of the memorial. An extensive review process is not necessary for these types of memorials. These requests shall be handled administratively by the Parks Division to ensure that City standards are met. The Parks Division has the right to adjust the location of the proposed memorial. The Parks Division shall notify the City Council of any actions taken to accept and place new memorials within City parks.

The standards that the Parks Division will follow in regard to park memorials are:

- a) Benches – benches must be made of wood, contoured or flat-styled pedestal, outdoor benches unless an alternative material is approved by the Parks Division upon a finding that there are circumstances that exist that make it appropriate to use the alternative material. Any bench to be contributed as a memorial and to be placed within City park facilities shall be purchased through a Parks Division approved manufacturer. A brass plaque may be attached to the bench but shall be no larger than 2 ½ x 6 inches in size. Prior to purchasing any bench for display in City parks, an interested party must contact City staff and review the example of approved benches maintained by the City staff.

b) Trees – trees planted at City facilities as memorials must be at least 2 inches caliper, native to the area and fit into the existing landscape scheme of the park area or fit into the adopted plan for tree planting in that area.

c) Plaques – plaques may be placed in conjunction with a shrub or tree which are donated to the City as a memorial. Plaques shall not be placed as stand alone features. Plaques must be made of bronze and be no larger than 8 ½ x 11 inches in size. Plaques must be set in concrete, aggregate rock, or a boulder. City staff shall review the design of plaque and setting. Examples of the type of plaques approved by the City shall be made available by Parks staff.

2. Distinct elements within City-owned parks – Memorials can be placed at distinct elements of City-owned properties, such as shelters, sports fields, gardens, wetlands, tennis courts, rooms, fountains, ponds, paths, art, etc. Individuals interested in having a distinct element named in honor of an individual are required to submit a written request to the Tigard City Council regarding the particular type of amenity in which they are interested in sponsoring. Applications shall be made through the Parks Division.

Requests for such amenities may be made to honor an individual who has passed away or as an honorarium for someone who is living and has made a contribution to the City, either financially or through civic duty. Review of

such requests shall be made by the City Council. Council approval is needed. Guidelines regarding signage shall be adopted by Council based on recommendations made by the Parks Division.

The standards that the Parks Division will follow in regard to signage will be kept on record at the Public Works office. Examples of suitable signage will be available for public viewing.

3. Naming of buildings and park properties – City buildings and park properties may be named to honor individuals or groups. Interested parties shall submit a written request to the Tigard City Council regarding the property or building which they are interested in having Council name in honor of an individual or group. In addition, the City Council on its own motion, may consider naming a building or park. This type of memorial requires extensive review and Council approval in the form of a resolution. City staff will deal with guidelines for Council consideration.

The standards that the Parks Division will follow in regard to signage will be kept on record at the Public Works office. Examples of suitable signage will be available for public viewing.

Agenda Item #
Meeting Date

9
May 23, 2006

COUNCIL AGENDA ITEM SUMMARY
City Of Tigard, Oregon

Issue/Agenda Title _____ City Acceptance of Dedicated Open Space from Venture Properties, Inc.

Prepared By: _____ Dan Plaza _____ Dept Head Okay ML _____ City Mgr Okay CR _____

ISSUE BEFORE THE COUNCIL AND KEY FACTS

- * The City Council has directed staff to acquire park and open space.
- * Venture Properties, Inc. wishes to dedicate a one-acre parcel for use as open space.
- * The property is located on Solistice Drive, within the Summit Ridge Subdivision, in the City of Tigard just south of Alberta Rider School.

STAFF RECOMMENDATION

By motion, accept the dedicated property and authorize the City Engineer to sign the dedication deed on behalf of the City.

KEY FACTS AND INFORMATION SUMMARY

- * The City Council has directed staff to acquire park and open space.
- * The parcel offered by Venture Properties, Inc. would be conveyed to the City via a dedication deed that has been prepared by the City Attorney.
- * The property, located on Solistice Drive, is within the Summit Ridge Subdivision, in the City of Tigard just south of Alberta Rider School.
- * It is possible to construct a trail on the property that, in the future, could link to other trails and/or subdivisions in the area.

OTHER ALTERNATIVES CONSIDERED

Not to accept the dedicated property.

COUNCIL GOALS AND TIGARD BEYOND TOMORROW VISION STATEMENT

- * 2005 City Council Goal #3 - Addressing Growth
 - Identify and acquire parks and open space.
- * 2006 City Council Other Important Goals
 - Consider opportunities for major greenspaces purchases.
- * Tigard Beyond Tomorrow, Parks and Greenways
 - Goal #2, Open space and greenway areas shall be preserved and protected.
 - Strategy #1, Acquire and develop parkland.

ATTACHMENT LIST

1. Dedication Deed

FISCAL NOTES

Other than yearly maintenance, there are no costs related to the acceptance of this property.

RETURN RECORDED DOCUMENT TO:

CITY OF TIGARD
ATTN: CITY RECORDER
13125 SW Hall Blvd.
Tigard, OR 97223

File No.: _____

DEDICATION DEED

VENTURE PROPERTIES, INC. does hereby dedicate to the public for park or open space use to be administered by the City of Tigard, the following real property:

Tract "C" of the Summit Ridge Subdivision, recorded in Washington County as Document Number 2004146464 on December 23, 2004.

To have and to hold the above-described and dedicated rights unto the public forever.

The grantors hereby covenant that they are the owner in fee simple and the property is free of all liens and encumbrances, they have good and legal right to grant their right above-described, and they will pay all taxes and assessments due and owing on the property.

The true consideration for this conveyance consists of or includes other property or value given or promised which is the whole consideration.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

DATED this _____ day of _____, 2006.

VENTURE PROPERTIES, INC.

By: _____

Its: _____

STATE OF OREGON)
)
COUNTY OF _____)

This instrument was acknowledged before me on this _____ day of _____, 2006,
by _____.

NOTARY PUBLIC, STATE OF OREGON
My Commission Expires: _____

Accepted on behalf of the City of Tigard this _____ day of _____, 2006.

City Engineer

Agenda Item #
Meeting Date

10
May 23, 2006

COUNCIL AGENDA ITEM SUMMARY
City Of Tigard, Oregon

Issue/Agenda Title Regional Water Contract with the City of Portland

Prepared By: Dennis Koellermeier Dept Head Okay  City Mgr Okay 

ISSUE BEFORE THE COUNCIL AND KEY FACTS

Consider a Regional Water Sales Agreement with the City of Portland.

- The Tigard Water Service Area's (TWSA) current contract is set to expire June 30, 2007.
- The TWSA is exploring several long-term water supply options which will take years to develop.
- The TWSA needs to secure an interim water supply until these long-term water sources are online.
- The Intergovernmental Water Board (IWB) has unanimously endorsed the 10-year agreement.

STAFF RECOMMENDATION

Authorize the City Manager to execute the 10-Year Regional Water Sales Agreement with the City of Portland subject to final rates falling within 10 percent of the estimated unit price of \$1 per one hundred cubic feet.

KEY FACTS AND INFORMATION SUMMARY

- Due to issues surrounding system ownership, both the IWB and the City Council have consistently stated that Portland would not serve as the TWSA's long-term, primary water source.
- Though relatively expensive, the City of Portland is a reliable drinking water supplier.
- Although the TWSA is actively pursuing the development of alternate water sources, this process could take up to 10 years.
- Until alternate sources are online, purchasing water from the City of Portland is necessary in order to meet the TWSA's water demand.
- The City of Portland is offering a 10-year and 20-year agreement. The terms of both agreements are essentially the same, other than duration and rate of return.
- Execution of this agreement will result in cost savings over the existing contract.
- At its May 10, 2006, meeting the Intergovernmental Water Board (IWB) unanimously endorsed the 10-year agreement. The Board also determined that each Commissioner should present the agreement to their corresponding city or water district. These presentations have taken place or will take place on the following dates:

Durham	May 23, 2006
King City	May 17, 2006
Tigard	May 23, 2006
Tigard Water District	May 22, 2006

The attached memo provides further details on the following topics related to the agreement:

- Introduction
- History
- Significant Contract Provisions
- Other Wholesale Customers
- Side Agreement on the Washington County Supply Line
- Other Wholesale Customers
- Cost
- Process
- Recommendation

OTHER ALTERNATIVES CONSIDERED

Instead of the 10-year agreement, the Council could decide to endorse the 20-year agreement. This would offer some short-term savings, but would also eliminate the TWSA's ability to partner in other water supply projects. The Council could also decide not to endorse either contract, but it is unlikely the TWSA could meet water demand without Portland water.

COUNCIL GOALS AND TIGARD BEYOND TOMORROW VISION STATEMENT

Other Important City Council Goals: Secure Long-Range Water Source(s)
Urban & Public Services Goal 1, Water and Stormwater, Strategy 1: Investigate developing partnership or contacts with other jurisdictions to develop a long-term source of water.

ATTACHMENT LIST

1. Memo from Dennis Koellermeier on the Portland Wholesale Water Contract
 - Exhibit A - Comparison of Current and Proposed Model Wholesale Agreement
 - Exhibit B - Proposed 10-Year Portland Water Contract


FISCAL NOTES

The initial cost of water from this agreement is anticipated to be \$1 per one hundred cubic feet (ccf). Staff estimates future cost increases at 5 percent annually. Staff has also assumed that Tigard will continue to operate our ASR wells at maximum capacity and plans to increase ASR volume to a total of 6 million gallons per day within the next four years. Based on these assumptions the total cost of this contract over a 10-year period is approximately \$26 million.



MEMORANDUM

TO: Mayor and City Councilors
IWB Commissioners
TWD Commissioners

FROM: Dennis Koellermeier, Public Works Director 

RE: Portland Wholesale Water Contract

DATE: May 9, 2006

Introduction

The Tigard Water Service Area (TWSA) purchases much of its drinking water from the City of Portland and is one of Portland's larger wholesale water customers. The TWSA took over a 25-year contract from the Tigard Water District (TWD) in 1996 when the TWSA was formed. That contract is set to expire June 30, 2007. The purpose of this memo is to explain what was done to negotiate a new contract, to evaluate that contract and its impact on the TWSA, and to make a recommendation on the current Portland Wholesale Water Contract.

History

The TWSA has purchased water from Portland for 24 years. Originally, water was purchased through a contract negotiated and signed by the TWD. In 1996, when the Cities of Tigard, King City, and Durham withdrew from the district, the contract was assumed by Tigard as the service provider for the newly formed Intergovernmental Water Board (IWB). Both the IWB and the Tigard City Council have expressed their dissatisfaction with the terms of the existing agreement based on the following issues:

- No Equity
Portland has never been willing to offer its wholesale customers equity, or ownership, in its water system. Since system development charge (SDC) monies can only be invested in capital improvements this non-equity position means that Tigard is forced to pass the entire cost of wholesale water onto its customers.
- Penalty Clauses
The TWSA is assessed a substantial financial penalty when water use has exceeded the negotiated daily maximum.
- No Cost Control
The existing wholesale pricing methodology does not follow water industry standards, with several aspects of the methodology clearly slanted in Portland's favor. Wholesale customers have no input or complaint mechanism.

- **Minimum Purchasing Requirements**
The TWSA is required to purchase a minimum of 60 percent of total water used from Portland.
- **Tigard Subsidizes Portland Water Customers**
Portland subsidizes costs to its ratepayers with revenues from suburban wholesale customers. This practice has kept water rates below the industry standard and lower than the cost of service methodology would support for Portland ratepayers. Alternately, rates to suburban wholesale customers, like Tigard, are artificially high.

In the hope of securing a more workable contract, Tigard joined forces with fellow wholesale customers and negotiated collectively with the Portland Water Bureau. This negotiation process has taken four years, but ultimately resulted in two contract options, a 10-year or 20-year agreement. The terms of both agreements are essentially the same, other than duration and rate of return.

Significant Contract Provisions

TWSA was an active participant in the negotiations leading to this contract proposal. As is typical with negotiations, compromise on both sides was required in order to reach an "acceptable" agreement. The wholesale customers retained two different financial consultants and an attorney to assist them in the negotiation process. Major issues for the wholesale customers were cost, rate making methodology, and predictability. Portland sought to maintain a consistent revenue stream and retain control of the Bull Run system. I believe each side accomplished most of these objectives. Highlights of the contract terms are as follows:

- **Term**
Two options exist, a 20-year term and a 10-year term. These agreements are identical with the exception of the rate of return. The 20-year and 10-year contracts have a rate of return set by the Bond Buyer Revenue Bond Index and the Bond Buyer Revenue Bond Index plus one percent respectively.
- **Nature of Service**
This is a "take or pay" agreement in which the TWSA agrees to pay annually for a specific quantity of water, whether or not it is used. In exchange, Portland is obligated to have the water available. The existing agreement is for surplus water, whereby Portland is not obligated to have water available and is also not obligated to sell it. Portland was adamant about the "take or pay" condition, asserting it is necessary to maintain a consistent revenue stream.

- **Conservation**
A conservation plan was added to the new agreement in order to comply with state requirements.
- **Water Quantity**
Under the proposed contract, wholesale customers will commit to purchase a certain amount of water, known as the “guaranteed purchase quantity.” For the TWSA, staff is proposing this quantity be initially set at an annual average of 4 million gallons per day (mgd). Tigard must pay for this water whether or not it is used and although the guaranteed purchase quantity can be increased, it can not be decreased.
- **Water Quality**
Portland is obligated to deliver water that “meets all applicable drinking water regulatory requirements” and be from the same source as the water provided to its own customers.
- **Interruptible Water**
The new agreement allows the TWSA to purchase water above the guaranteed purchase quantity. This water is called “interruptible.” Portland is not obligated to sell interruptible water, and may discontinue its availability with little notice.

In winter, interruptible water rates are 80 percent lower than the regular water rates. This is critical to the TWSA’s water strategy, whereby the discounted interruptible water is used to fill or “recharge” aquifer storage and recovery (ASR) wells. Currently we are anticipating the need to purchase approximately 200 million gallons of water annually for ASR recharge. Tigard’s water purchasing strategy is to commit to a low guaranteed purchase quantity in order to maximize the use of inexpensive interruptible water.

- **Rate Setting**
This is unquestionably the most complicated part of the agreement. The wholesale customers made significant headway in moving to a more traditional AWWA sanctioned rate setting model. Other gains were made in:
 - ♦ cost containment in operations and maintenance
 - ♦ cost allocation between retail and wholesale customers
 - ♦ capital cost allocation
 - ♦ audits
 - ♦ depreciation
 - ♦ the methodology for return on investment
 These gains will provide greater control over the cost of water throughout the life of the contract.

- **Dispute Resolution**

The current agreement did not have a dispute resolution process. The new agreement includes a traditional three step process including negotiation, mediation and arbitration/litigation.

A comparison of the proposed and current contracts is summarized in the attached table (Exhibit A).

Other Wholesale Customers

Portland continues to be one of the most expensive source options being considered. Not surprisingly, Tigard and most other westside water providers are exploring the development of alternate sources. Other large wholesale customers have either taken action or are likely to take the following action:

Rockwood PUD	sign a 20-year agreement
Gresham	sign a 20-year agreement
Tualatin Valley Water District	sign a 10-year agreement
Tualatin	sign a 10-year agreement
West Slope	sign a 20-year agreement

Side Agreement on the Washington County Supply Line (WCSL)

TWSA's rates for Portland water average about 30 percent more than Tualatin Valley Water District (TVWD) and City of Tualatin rates. In the 1980s, both TVWD and Tualatin participated in the construction of a gravity fed water transmission pipeline called the Washington County Supply Line (WCSL). At the time, the TWD elected to not participate, because most of the TWSA's water was being supplied by Lake Oswego. Later, when TWSA needed to switch to Portland water, the City had no alternative but to take water from a supply system which pumps the water to a useable elevation. Since there is no energy cost associated with the gravity fed water, it is substantially cheaper than pumped water.

Staff has convinced the WCSL partners that surplus capacity existed in the line and has inquired whether Tigard might use this excess capacity. This would involve the construction of a TWSA connection to the WCSL. Subsequent engineering analysis has confirmed that for the next 10-year period, surplus capacity will exist during the winter months. The current partners in the WCSL, Portland, TVWD, Tualatin, and the Raleigh Water District, agree in principal that Tigard should use this extra capacity to conserve energy and reduce costs. Details of this side agreement have not been concluded as of this date. Staff estimates the cost to build the connection at about \$500,000 and the potential savings to be as high as \$3 million over the life of the 10-year agreement. Additional work is needed to complete this analysis and side agreement.

Cost

The initial cost of water from this agreement is currently anticipated to be \$1 per one hundred cubic feet (ccf). Staff estimates future cost increases at 5 percent annually. This

assumption is consistent with assumptions made by other westside wholesale customers. Staff has also assumed that Tigard will continue to operate our ASR wells at maximum capacity and plans to increase ASR volume to a total of 6 mgd within the next four years. Based on these assumptions the total cost of this contract over a 10-year period is approximately \$26,053,359.

Process

The 1993 Intergovernmental Agreement (IGA) executed between each of the members of the IWB has specific language relating to the approval process for "long-term" water contracts. Section 5E of the IGA states:

"Long-term water supply contracts shall be entered into in accord with the best interests of the water customers within the original District, ignoring city boundaries. Long-term water supply contracts must be approved by the governing bodies of one less than the number of jurisdictions holding an ownership interest in the water system. A governing body may not unreasonably withhold consent to a contract if the contract is supported by sound engineering analysis, is in the best interests of water customers within the original District and consistent with the goal of working together to provide all the residents and property in the original District with a clean, economical water supply. If a proposed long-term water supply contract is not approved as provided for in this subsection, then the governing bodies of any two jurisdictions may request mediation under the provisions of ORS Chapter 36 to determine if approval of the contract has been unreasonably withheld."

Staff proposes, for the purposes of this issue, the 10-year contract is not a long-term contract, and that action by the IWB and the Tigard City Council is sufficient to enter into the 10-year contract.

Recommendation

As a result of Portland's position on ownership, both the IWB and the City Council have consistently stated that Portland would not serve as the TWSA's long-term, primary water source. Since long-term water sources will take years to develop, the 10-year agreement is necessary to bridge the gap between Portland and the TWSA's ultimate long-term water source.

Staff recommends the Intergovernmental Water Board and the City Council approve the 10-Year Regional Water agreement and authorize the Tigard City Manager to execute this agreement, subject to final rates falling within 10 percent of the estimated unit price of \$1 ccf.

Attachments:

Exhibit A - Comparison of Current and Proposed Model Wholesale Agreement

Exhibit B - Proposed 10-Year Portland Water Contract

Portland Water Sales Agreement Comparison Table Between Current and Proposed Model Wholesale Agreement September 29, 2005		
Significant Provisions	Current Agreement	Proposed Agreement
Nature of service	<ul style="list-style-type: none"> Water sold by Portland to wholesalers considered "surplus" 	<ul style="list-style-type: none"> Water sold by Portland to wholesalers described and defined as "firm supply"
Length of agreement	<ul style="list-style-type: none"> 25 years with automatic 25-year renewal 3-year notice for non-renewal 	<ul style="list-style-type: none"> 20 years with automatic 10-year renewal * 5-year notice for non-renewal by either party
Joint operational guidelines (how the wholesale customers and Portland cooperate in operating their respective water systems)	<ul style="list-style-type: none"> Determined solely by Portland 	<ul style="list-style-type: none"> Guidelines established jointly by Portland and wholesalers through Water Managers Advisory Board, reviewed, amended (if necessary) and adopted by Water Bureau Administrator
Water Managers Advisory Board	<ul style="list-style-type: none"> Review of budget and CIP 	<ul style="list-style-type: none"> Establish joint operational and data guidelines Participate in budget and CIP development/review processes, input to City Council
Water quantities	<ul style="list-style-type: none"> Minimum purchase based on <i>percentage</i> of overall water supply, five-year average Can buy out of agreement over five years by paying minimum purchase "penalty" 	<ul style="list-style-type: none"> Guaranteed purchase quantity-- a specific, committed <i>volume</i> to be purchased from Portland May be increased but not decreased except under special circumstances No buy out
Sale of water to other entities	<ul style="list-style-type: none"> Prohibited unless authorized by Portland 	<ul style="list-style-type: none"> Allowed, unless it creates undue risk to the Portland water system
Reliability of supply	<ul style="list-style-type: none"> No obligation 	<ul style="list-style-type: none"> If Portland fails to meet supply needs more than once in 10 years, purchaser may reduce purchase commitment by up to 10% per year
Interruptible water	<ul style="list-style-type: none"> No provisions 	<ul style="list-style-type: none"> Available at Portland discretion Summer and Winter interruptible water priced at 45%, 20% of regular rate respectively if available
Rates	<ul style="list-style-type: none"> Rate methodology not described in complete detail 	<ul style="list-style-type: none"> Specific methodology based on American Water Works Association M1 Manual and Cost of Service Principles Costs allocated based on customers' use of water system O&M cost control mechanism
Water conservation	<ul style="list-style-type: none"> No reference 	<ul style="list-style-type: none"> Water management and conservation plans to conform to State regulations
Joint funding for capital improvements	<ul style="list-style-type: none"> Allowed through agreement in which purchaser pays its portion of bonded debt for new asset 	<ul style="list-style-type: none"> Allowed for new facilities or for major improvements to existing facilities by separate agreement All terms related to joint funding arrangements determined by separate agreement
Dispute resolution	<ul style="list-style-type: none"> None 	<ul style="list-style-type: none"> Three steps: 1) Negotiation, 2) Mediation, 3) Arbitration/litigation

* The 10-year contract was not available when this table was prepared, but all terms aside from duration are identical to the 20-year contract.

Regional Water Sales Agreement

10 Year

Presented to

City of Tigard

**REGIONAL WATER SALES AGREEMENT
(10 YEAR)**

TABLE OF CONTENTS

	<u>Page</u>
SECTION 1 – NATURE OF SERVICE.....	2
SECTION 2 – WATER REGULATIONS.....	3
SECTION 3 – DURATION OF AGREEMENT AND RENEWAL.....	4
SECTION 4 – WATER MANAGERS ADVISORY BOARD.....	6
SECTION 5 – GUARANTEED PURCHASE WATER QUANTITIES.....	10
SECTION 6 - INTERRUPTIBLE WATER.....	19
SECTION 7 – RATES AND CHARGES FOR GUARANTEED PURCHASE WATER QUANTITY.....	20
SECTION 8 - RATES AND CHARGES FOR INTERRUPTIBLE WATER.....	31
SECTION 9 - WATER SYSTEM PLANNING AND COOPERATION	32
SECTION 10 - RESERVATION OF SYSTEM CAPACITY.....	33
SECTION 11 - CONNECTIONS AND METERING.....	34
SECTION 12 - PURCHASER-SUPPLIED WATER TO CITY RESIDENTS.....	35
SECTION 13 - WATER RESOURCE CONSERVATION	36
SECTION 14 – WATER CURTAILMENT AND PROTECTION OF THE WATER SYSTEM..	39
SECTION 15 – BILLING AND PAYMENT.....	41
SECTION 16 –JOINT FUNDING OF CAPITAL IMPROVEMENTS.....	43
SECTION 17 – DISPUTE RESOLUTION	44

EXHIBITS

**EXHIBIT 1 – GUARANTEED PURCHASE QUANTITY, SEASONAL PEAKING FACTOR,
DAILY PEAKING FACTOR, AND PRESSURES**

EXHIBIT 2 – DEFINITION OF WATER SERVICE CHARACTERISTICS

EXHIBIT 3 – RATE BASE ASSETS

EXHIBIT 4 – FUNCTIONAL ASSET GROUPS

Regional Water Sales Agreement (10 Year)

April 3, 2006

Page 1

THIS AGREEMENT is entered into by and between _____ City of Tigard _____, herein called "Purchaser," and the CITY OF PORTLAND, a municipal corporation of the State of Oregon, herein called "City."

The parties recite:

- A. Purchaser is a municipal corporation of the State of Oregon and is authorized by its charter or by state law or both to operate a municipal water system.
- B. City is a municipal corporation of the State of Oregon and is authorized by Chapters 2 and 11 of the Charter of the City of Portland to maintain water works for the furnishing of water to the city, its property, its inhabitants, and to non-inhabitants. The Council of the City is further authorized to enter into contracts for the supply of water by the city and to sell water to persons, public and private, outside the city, on terms and conditions the Council finds appropriate.
- C. City is further authorized by Section 2-105(a)4 of its Charter to enter into agreements, without limitation as to term, as the Council finds appropriate for cooperation, consolidation and maintenance of services with any other public corporation or unit of government.
- D. ORS 190.003 to 190.110 authorize units of local government to enter into intergovernmental agreements for the performance of their duties or for the exercise of powers conferred upon them.
- E. The service and commodity provided by City pursuant to this Agreement are a special contract service and are not provided by City as a common utility service.

Regional Water Sales Agreement (10 Year)

April 3 2006

Page 2

SECTION 1 – NATURE OF SERVICE

- A. Subject to the terms and conditions contained herein, City agrees to furnish and sell, and Purchaser agrees to purchase a firm supply of potable water on an annual basis for the life of this Agreement. The City further agrees to furnish and sell an interruptible supply of water to be made available for purchase at the City's discretion subject to terms of this agreement.
- B. Water is to be delivered to the purchaser at the place or places, at such pressure or pressures, and at such flow rate or flow rates as are set forth on Exhibit 1. Provided that the City is not obligated to meet Purchaser's demands for water during any period of time that Purchaser operates its system not in compliance with operational rules established pursuant to Section 4.D.1.
- C. The City shall deliver water to the purchaser from the same source or sources of water that City delivers to City inhabitants. The City shall meet all applicable drinking water regulatory requirements up to the purchaser's point of delivery.
- D. Purchaser's supply of water shall be reduced or terminated only in accordance with the terms of this agreement.
- E. Purchaser recognizes and agrees that no liability for damages shall attach to the City on account of any failure of supply or changes in pressure, flow rate, or water quality due to circumstances beyond the reasonable control of the City acting in accordance with standards of care common and usual in the municipal water supply industry. Examples of such circumstances include, but are not limited to, natural events such as earthquakes, landslides and floods, and human-caused events such as terrorism, malevolent acts, contamination of the water supply, and acts of war.
- F. The parties agree and acknowledge that the City of Portland is the owner and operator of the water supply, storage, transmission, and treatment system, and all facilities and infrastructure associated with the storage, treatment, transmission, and distribution systems used in its utility operations. The purchase of water or any other commodity or service under this agreement shall not constitute purchase of ownership rights to water or any portion of the water system owned and operated by the City, except as may be specified herein or may be established by separate agreement. Nothing in this agreement shall preclude the parties from entering separate agreements involving joint ownership or joint operation of system elements.

Regional Water Sales Agreement (10 Year)

April 3 2006

Page 3

SECTION 2 – WATER REGULATIONS

- A. Purchaser hereby agrees to abide by and be bound by the terms and provisions of Chapter 21.28 of the Code of the City of Portland, Oregon, as it presently exists or as may be amended to comply with federal and state law, during the life of this agreement, to the extent to which such terms and provisions do not conflict with any material provisions of this agreement.

Regional Water Sales Agreement (10 Year)

April 3 2006

Page 4

SECTION 3 – DURATION OF AGREEMENT AND RENEWAL

A. Initial Term

This agreement shall become effective on July 1 of 2006 and shall continue in effect thereafter under the terms of this section, unless terminated as provided herein. Each “contract year” shall run from July 1 through June 30.

B. Initial Five Year Non-Renewal Notice

At any time during the five-year period from July 1, 2011, through June 30, 2016, either party may give a written notice of non-renewal. If such notice is issued, the contract will terminate on the next June 30 at least five years but not more than six years from the date of the notice.

C. First Renewal in 2016

If neither party gives notice of non-renewal on or after July 1, 2011, and prior to July 1, 2016, the contract shall continue for another ten years, through June 30, 2026.

D. Subsequent Renewals After June 30, 2026

If this contract is renewed pursuant to Subsection 3.C. above, then the contract shall also be repeatedly renewed for ten year intervals after June 30, 2026, and every ten years thereafter, unless one of the parties gives a notice of non-renewal under the terms of Subsection E below.

E. Five-Year Non-Renewal Notice

Either party may provide a written non-renewal notice any time during the second five years of each ten-year renewal period. If either party gives a notice of non-renewal during the non-renewal notice period, the contract will terminate on the next June 30 at least five years but not more than six years from the date of the notice.

For example, if this contract is renewed through June 30, 2026, pursuant to Subsection C above, then the non-renewal notice period during that term of the contract shall run from July 1, 2021, through June 30, 2026. If either party gives written notice of non-renewal during that period of time, the contract shall terminate on the next June 30 five years or more but less than six years from the date of the notice. If no party gives notice of non-renewal during that period, the contract will be automatically extended through June 30, 2036. If the contract is extended to June 30, 2036, the next non-renewal notice period would then run from July 1, 2031, through June 30, 2036.

Regional Water Sales Agreement (10 Year)

April 3, 2006

Page 5

SECTION 3 – (Continued)

F. Effect of Renewals on Cost Cap and Supply Reliability

The five-year period used to judge the City's compliance with the cost cap established by Subsection 7.I. shall be restarted at each renewal of this contract. The ten-year period used in calculating the City compliance with its reliability obligations described in Section 5.F.2 shall be restarted at each renewal of this contract.

Regional Water Sales Agreement (10 Year)

April 3 2006

Page 6

SECTION 4 – WATER MANAGERS ADVISORY BOARD

A. General

A Water Managers Advisory Board (WMAB) shall be established no later than thirty (30) days after five or more Purchasers have approved a Water Sales Agreement with the City that includes this provision, and will continue during the term of this agreement. Purchaser is eligible for participation in the WMAB. The WMAB shall consist of two representatives of the City Bureau of Water Works, to be named by the Administrator, and one representative of each participating entity that has signed a contract to purchase water from the City containing a provision allowing its participation on the WMAB. The City of Portland Water Bureau will provide staff support to the WMAB and will be responsible for keeping the official records.

B. Meetings and Bylaws

The WMAB shall meet regularly to communicate with and make recommendations to the Administrator regarding matters relating to the City's sale of water to participating purchasers. The WMAB may adopt such bylaws concerning its organization and governance as a majority of the membership shall see fit. The role of this Board is advisory in nature and, except as specified herein, no rule, bylaw, or action of the WMAB may alter any term of this agreement.

C. Committees

The WMAB shall be responsible for establishing committees as needed to address ongoing needs, which may include:

1. Water Resource Conservation – Possible responsibilities for such a committee are outlined in Section 13 – Water Resource Conservation;
2. Operations Coordination – Possible responsibilities for such a committee may include coordinating supply system routine and emergency operations among the City and its wholesale Purchaser with the goal of providing efficient and cost-effective system operations; and
3. Other committees, as identified by the WMAB.

D. Creation of Operating and Information Standards

1. The WMAB shall recommend to the Administrator standard water system operating practices necessary or advisable to enhance the efficiency, reliability, and cost-effectiveness of the supply, transmission, and storage of water provided under this agreement. These standard operating practices will address issues such as, but not necessarily limited to, forecasting seasonal demands, forecasting peak demands, managing the system to minimize the impact of peak demand periods,

Regional Water Sales Agreement (10 Year)

April 3, 2006

Page 7

SECTION 4 – (Continued)

security and emergency management, use of storage, and timing of deliveries of water. Pending recommendations from the WMAB, the Administrator shall adopt interim operating practices and upon receipt of the recommendations, the Administrator shall adopt the recommendations, with such alterations as he or she deems necessary or advisable. The Purchaser agrees to operate its system in a manner consistent with such established operating practices and in keeping with responsible use of the City's water supply system.

2. The WMAB shall recommend to the Administrator what information and data he or she shall require each participating Purchaser to provide, in order to allow efficient, reliable, and cost-effective provision of water under this Agreement. The Administrator shall adopt these recommended information requirements, with such alterations as he or she deems necessary or advisable. Such information may include, but is not necessarily limited to:
 - (a) System maps with mains, pump stations, tanks, and supply connections;
 - (b) Connections and usage from other supply sources;
 - (c) Total existing and new service connections by category;
 - (d) Key benchmarks to be identified by the Operations Group such as but not limited to standards for operational norms, notification deadlines, protocols for communication;
 - (e) Water quality data;
 - (f) Purchaser facilities' standards for operation to minimize peak and emergency events; and
 - (g) Emergency contact information for each provider and any agreements that have been signed by individual providers to address emergency response.
3. The WMAB shall periodically evaluate Purchasers' compliance with the information requirements and standard operating procedures and shall provide the Water Bureau Administrator with findings and recommendations to assure ongoing compliance.

Regional Water Sales Agreement (10 Year)

April 3, 2006

Page 8

SECTION 4 – (Continued)

E. Rate Review

In order to provide timely notification to Purchaser of proposed changes in rates, charges, and rate design and an opportunity for Purchaser to evaluate such proposals and be heard before the City Council, City agrees that the following steps shall be taken annually.

1. Capital Improvement Program.

- (a) On an annual basis, Purchaser, through the WMAB, shall be invited to participate in development of that portion of the Water Bureau's Capital Improvement Plan addressing capital improvements used to serve Purchaser or other participating Purchasers;
- (b) Capital planning will take place in a manner sufficiently timely to ensure Purchaser effective participation in the City's capital budget deliberations each year;
- (c) City and WMAB will identify criteria to be considered in prioritizing capital improvement projects. City will also share its proposed ranking of projects for funding and completion and its proposed schedule for such capital improvements. Purchaser will be provided reasonable opportunity to present suggestions and recommendations for changes to the proposed Capital Improvement Plan, specific capital projects, and for improvements in the capital planning and financing process;
- (d) At a minimum, the City will host at least one meeting a year to discuss the Water Bureau's Capital Improvement Plan on a schedule sufficient to allow Purchaser participation in the City's capital budget deliberations each year.

2. Operation & Maintenance Budget

- (a) On an annual basis, Purchaser, through the WMAB, shall participate in review of the Water Bureau's Operations and Maintenance budget for the water supply system used to serve Purchaser or other participating Purchasers;
- (b) Water Bureau O & M budget development and review will take place in a manner sufficiently timely to ensure Purchaser effective participation in the budget deliberations each year;
- (c) The WMAB will be provided the opportunity to participate in the budget development and review process, including steps such as:

Regional Water Sales Agreement (10 Year)

April 3, 2006

Page 9

SECTION 4 – (Continued)

(i) The Administrator will report to WMAB at the commencement of annual financial plan and budget preparation, and report each month to the WMAB on progress in the budget preparation and any particular budgetary issues or concerns related to that part of the water supply system used to serve the Purchaser and other members of the WMAB. Reports may be in writing or at WMAB meetings.

(ii) A reasonable time, but no less than two weeks, prior to submission of the Water Bureau budget to the Mayor, the Administrator shall report to the WMAB on the current state of budget and financial plan preparation and provide his or her best estimate of the final budget for submission to the Mayor related to that part of the water supply system used to serve the Purchaser and other members of the WMAB and shall consult with the WMAB about the budget to be proposed to the Mayor.

(iii) The Administrator will provide WMAB a presentation concerning the Water Bureau budget request to the Mayor and the Water Bureau financial plan for the following fiscal year and provide copies of the budget request and financial plan for review and comment. The budget request and the financial plan will be made available to WMAB on or as soon as reasonably possible after the date they are submitted to the Mayor.

(iv) The City will advise Purchaser in writing of significant changes in the proposed Water Bureau Budget after its submission to the Mayor.

(v) When the City Bureau of Water Works files its annual rate ordinance with the City Council Clerk, a copy of said ordinance will be forwarded to Purchaser, accompanied by a letter giving the dates on which the City Council is scheduled to consider rates.

3. Purchaser, through the WMAB, may offer comments on the annual rate ordinance in writing or in personal testimony before the City Council.

F. Protection of Confidential Information

Information submitted to or produced by the WMAB or otherwise exchanged by the parties to this Agreement and similar wholesale water agreements may include documents related to the vulnerability or security of water supply systems. The parties agree that if either receives a public document request for such information, the party receiving that request shall, prior to release of any documents, expeditiously notify the entity about whose system information is sought and shall, in addition, assert all applicable exemptions to release of the documents available under the Oregon Public Records Law.

Regional Water Sales Agreement (10 Year)

April 3, 2006

Page 10

SECTION 5 – GUARANTEED PURCHASE WATER QUANTITIES

A. General Guaranteed Purchase Payment Obligations

Unless excused by some other provision of this Contract, Purchaser agrees to pay City each year a sum of money (its “guaranteed purchase payment”) equal to the annual water rate applicable to Purchaser for that year times the Purchaser’s “guaranteed purchase” quantity of water. Payments shall be made as provided in Section 15, Billing and Payment.

B. Guaranteed Purchase Quantities And Peaking Factors

1. **Guaranteed Purchase Quantity.** For purposes of calculating annual rates and determining Purchaser’s minimum payment, Purchaser’s guaranteed purchase quantity (expressed in annual average daily demand and in total monthly demands) shall be the quantity identified in Exhibit 1 to this contract, unless changed pursuant to the terms of this contract.

2. **Seasonal Peaking Factor.**

a. Except as otherwise provided in this agreement, for purposes of calculating monthly demands and annual rates and determining Purchaser’s minimum payment, Purchaser’s “seasonal peaking factor” shall be the seasonal peaking factor identified in Exhibit 1 to this contract unless changed pursuant to the terms of this contract. “Seasonal peaking factor” is the ratio of the Purchaser’s guaranteed purchase average daily demand placed on the City system during the “peak season” to the Purchaser’s guaranteed purchase annual average daily demand. For this calculation “peak season” is the period of time from July 1 through September 30. For purposes of ratemaking and calculating monthly demands, the seasonal peaking factor excludes purchases of interruptible water.

b. For purposes of Section 5 of this agreement, the Purchaser’s “actual seasonal peaking factor” shall be the ratio of the Purchaser’s actual average daily demand placed on the City system during the peak season (as determined from City water supply data) to the Purchaser’s guaranteed purchase annual average daily demand.

3. **Daily Peaking Factor.**

a. Except as otherwise provided in this agreement, for purposes of calculating annual rates and determining Purchaser’s minimum payment, Purchaser’s “daily peaking factor” shall be the daily peaking factor identified in Exhibit 1 to this contract unless changed pursuant to the terms of this contract. “Daily peaking factor” is the ratio of the daily average derived from the Purchaser’s highest three consecutive days of purchases to its annual average daily demand for the contract

Regional Water Sales Agreement (10 Year)

April 3, 2006

Page 11

SECTION 5 – (Continued)

year. For purposes of ratemaking and calculating monthly demands, the daily peaking factor excludes purchases of interruptible water.

b. For purposes of Section 5 of this agreement, the Purchaser's "actual daily peaking factor" shall be ratio of the daily average derived from the Purchaser's actual highest three consecutive days of purchases (based on City data) to its guaranteed purchase annual average daily demand for the contract year.

C. Changes In Guaranteed Purchase Quantities

1. Reductions In Guaranteed Purchase Quantities

Except as specifically provided for in this contract, Purchaser's guaranteed purchase quantity may not be reduced during the term of this contract except by a contract amendment.

2. Increases in Guaranteed Purchase Quantities

On any March 15 during the term of this contract, Purchaser may request that its guaranteed purchase quantity be increased. The Administrator may accept or reject such request, in whole or in part. The Administrator shall respond to any request for an increase in guaranteed purchase by May 1 of the same year the request is made. Unless otherwise agreed by Purchaser and the City, any increases in guaranteed purchase agreed to under this provision shall be effective for the remaining term of the contract.

If on any March 15, more than one Purchaser under a similar wholesale water agreement requests an increase in guaranteed purchase and the Administrator determines that he or she can prudently approve some increase in guaranteed purchases, but cannot approve all pending requests in total, then the Administrator may grant such overall increase in guaranteed purchase as he or she deems prudent, provided that when granting partial approvals of more than one request, the Administrator shall grant such approvals in proportion to the then existing guaranteed purchase quantity of each requesting Purchaser compared to the total of then existing guaranteed purchase quantities of all requesting Purchasers. If the Administrator cannot grant Purchaser's original request in total, the Purchaser may elect to withdraw its requested increase in guaranteed purchase quantity. All increases in guaranteed purchase quantities shall be confirmed in writing and signed by both parties.

3. Transfers of Guaranteed Purchase Quantities

With approval of the Administrator, which shall not be unreasonably withheld, Purchaser may alter its guaranteed purchase quantity (and its guaranteed purchase obligation) by transferring all

Regional Water Sales Agreement (10 Year)

April 3, 2006

Page 12

SECTION 5 – (Continued)

or some of its guaranteed purchase quantity to another municipal entity with a valid similar wholesale water agreement with the City. Withholding approval shall be deemed reasonable in the following circumstances only: the Administrator determines that the transfer would require changes in the City water system infrastructure or reduce the reliability of the water supply system. In these two circumstances, nonetheless, the Administrator shall endeavor to approve transfers with such conditions as he or she deems necessary or advisable to avoid the need to make changes in the City water system infrastructure or reduction in the reliability of the water supply system.

4. Sale of Guaranteed Purchase Water

Purchaser may sell water purchased from the City as part of its guaranteed purchase quantity to other water suppliers, upon approval of the Administrator, which will not be unreasonably withheld. Withholding approval shall be deemed reasonable in the following circumstances only: the Administrator determines that the transfer would require changes in the City water system infrastructure, or reduce the reliability of the water supply system. In these two circumstances, nonetheless, the Administrator shall endeavor to approve sales of water with such conditions as he or she deems necessary or advisable to avoid the need to make changes in the City water system infrastructure, or reduction in the reliability of the water supply system.

D. Changes in Seasonal Peaking Factor

1. Requested Changes to Seasonal Peaking Factor

Subject to limitations of Section 5.D.2(a) below, at any time prior to December 1 of each year of the second through fifth year of this contract, Purchaser may request in writing that its seasonal peaking factor for Years 3 through 6 of this Contract be changed from that identified for Year 1, as set out in Section 5.B.1(b) above. Purchaser's requested seasonal peaking factor shall be no less than the average of the Purchaser's actual seasonal peaking factor for the previous years under this contract.

Prior to December 1 of Contract Year 6 and every year thereafter, Purchaser may request in writing a change in Purchaser's seasonal peaking factor. Any requested change shall take effect on the first day of the next contract year and shall continue as Purchaser's seasonal peaking factor thereafter unless changed pursuant to the terms of this contract. Purchaser's requested seasonal peaking factor shall be no less than the average of the Purchaser's actual seasonal peaking factor for the five previous years under this contract.

Upon receiving such a request, the City shall adjust the Purchaser's seasonal peaking factor unless the Administrator determines that to do so would reduce the reliability of the water supply system.

Regional Water Sales Agreement (10 Year)

April 3, 2006

Page 13

SECTION 5 – (Continued)

2. Excess Seasonal peaking factors

- (a) Except as provided in Section 5.D.2(b) below, if in any year Purchaser's actual seasonal peaking factor exceeds by more than 10% the seasonal peaking factor set by the terms of this contract for the purposes of calculating rates in that year, the Administrator shall recalculate the year's rates and in the next available contract year shall impose on the Purchaser a surcharge equal to the difference in the Purchaser's guaranteed purchase payment under the original rates and the Purchaser's guaranteed purchase payment under the rates as recalculated using the Purchaser's actual seasonal peaking factors. When calculating rates for the year in which the surcharge is to be collected, the City shall treat the surcharge as an offset to the otherwise estimated annual revenue requirements for all wholesale and retail customers of the system. The Administrator may also increase the Purchaser's seasonal peaking factor to the actual excessive seasonal peaking factor for the purpose of calculating rates for a period of five years and the Purchaser shall not be entitled to reduce its seasonal peaking factor as described in Section 5.D.1 during this same five year period. If the Administrator determines that honoring Purchaser's actual excessive seasonal peaking factor for the five year period would reduce the reliability of the system or threaten the water supply of any other wholesale purchaser of water from the City, he or she may refuse to honor the increased seasonal peaking factor and take steps he or she deems necessary or advisable to protect the system and other Purchasers, as provided in Section 5.F, Excess Demand.
- (b) The provisions of Section 5D.2(a) shall not apply if the excess seasonal peaking factor resulted from the direct result of Acts of God, malevolent acts, contamination of the water supply, or events beyond the Purchaser's control if the consequences of any such circumstance or event could not have been avoided through the exercise of the standards of care common and usual in the municipal water supply industry.

E. Changes In Daily Peaking Factor

1. Daily Peaking Factors For Contract Years 2 Through 5

- (a) Except as it is changed upon Purchaser's request as provided in Section 5.E.1(b), for rate-making purposes in the second through fifth contract year, Purchaser's peaking factor shall be the average of its actual daily peaking factor for all previous contract years, based on demand data collected by the City.

Regional Water Sales Agreement (10 Year)

April 3, 2006

Page 14

SECTION 5 – (Continued)

(b) At any time prior to December 1 of the first through fourth contract years, Purchaser may request that its daily peaking factor for the next year, as calculated in Section 5.E.1.(a), be altered up or down by no more than 20 percent. Except as provided in Section 5.E.3, for ratemaking purposes in the next year, the City shall use the daily peaking factor identified by the Purchaser consistent with this section, unless the Administrator determines that honoring the requested peaking factor would reduce the reliability of the system or threaten the water supply of any other wholesale purchaser of water from the City.

2. Daily Peaking Factors For Contract Years 6 And Thereafter

(a) Except as it is changed upon Purchaser's request as provided in Section 5.E.2.(b), for rate-making purposes in the sixth and subsequent contract years, Purchaser's peaking factor shall be the average of its actual daily peaking factor for the five preceding years, based on demand data collected by the City.

(b) By December 1 of the fifth contract year and each year thereafter, Purchaser may request that its daily peaking factor for the next year, as calculated in Section 5.E.2.(a), be altered up or down by no more than 10 percent. Except as provided in Section 5.E.3., for ratemaking purposes in the next year, the City shall use the daily peaking factor identified by the Purchaser consistent with this section, unless the Administrator determines that honoring the requested peaking factor would reduce the reliability of the system or threaten the water supply of any other wholesale purchaser of water from the City.

3. Excess Daily Peaking Factors

(a) Beginning in contract year 3, and for each year thereafter, except as provided in Section 5.E.3(b) below, if in any year Purchaser's actual daily peaking factor exceeds by more than 20% the daily peaking factor set by the terms of this contract for purposes of calculating rates in that year, the Administrator shall recalculate the year's rates and in the next available contract year shall impose on the Purchaser a surcharge equal to the difference in the Purchaser's guaranteed purchase payment under the original rates and the Purchaser's guaranteed purchase payment under the rates as recalculated using the Purchaser's actual daily peaking factors. When calculating rates for the year in which the surcharge is to be collected, the City shall treat the surcharge as an offset to the otherwise estimated annual revenue requirements for all wholesale and retail customers of the system. In addition, for five years after the year in which the Purchaser's actual daily peaking factor exceeds by more than 20% the daily peaking factor set by the terms of this contract for purposes of calculating rates in that year, the Administrator need not honor any request by Purchaser to alter the Purchaser's calculated daily peaking factor pursuant to Sections 5.E.1(b) or 5.E.2(b).

Regional Water Sales Agreement (10 Year)

April 3, 2006

Page 15

SECTION 5 – (Continued)

(b) The provisions of Section 5E.3(a) shall not apply if the excess daily peaking factor resulted from the direct result of Acts of God, malevolent acts, contamination of the water supply, or events beyond the Purchaser's control if the consequences of any such circumstance or event could not have been avoided through the exercise of the standards of care common and usual in the municipal water supply industry.

F. Release Of Purchaser From Guaranteed Purchase Obligations

1. Changes in Guaranteed Purchase Quantities In Case Of Short-Term Curtailment

(a) Reduction or Shift of Guaranteed Purchase Quantity

Purchaser's guaranteed purchase quantity (and, as appropriate, its guaranteed purchase annual payment) shall be altered, at Purchaser's request, for any year in which the Purchaser acts on a request by the City to reduce or curtail demand below its established guaranteed purchase quantity for more than five consecutive days. Any request must be made in writing to the City within 30 days after the Purchaser is no longer reducing or curtailing demand upon the City's request. At Purchaser's option, the quantity of water it did not purchase during a reduction or curtailment period of more than 5 consecutive days shall either: (a) be excluded from that year's guaranteed purchase quantity or (b) be shifted to another time of the year when curtailment is not in effect. Provided, however, that the Administrator need not honor a request to shift quantities to other times if he or she determines that to do so would threaten the reliability of the water system.

(b) Quantification of Reduction or Shift in Guaranteed Purchase Quantity

For purposes of Section 5.F.1, the Administrator shall calculate the reduction in water used by the Purchaser (and, therefore, the amount of the guaranteed purchase quantity reduction or shift) by considering the difference between the Purchaser's actual water usage during the period of curtailment or water use reductions and the Purchaser's guaranteed purchase demand projections for the same period and such other information available to the Administrator that he or she determines can be used to assist in making the calculations.

(c) Seasonal Peaking Factor Effects

Regional Water Sales Agreement (10 Year)

April 3, 2006

Page 16

SECTION 5 – (Continued)

Reductions or shifts of guaranteed purchase quantities pursuant to Section 5.F.1 shall not alter the Purchaser's seasonal or daily peaking factors for purposes of future ratemaking.

2. Changes in Guaranteed Purchase Quantities In Case of Failure of Supply

- (a) Except as provided in Section 5.F.2(d) below, if the City fails to supply Purchaser's guaranteed purchase demand for more than 30 consecutive days more than one time in any period of ten consecutive years, the Purchaser may declare its intention to reduce its guaranteed purchase quantity pursuant to this Subsection.
- (b) For purposes of Section 5.F.2, the Administrator shall determine if there has been a failure to meet guaranteed purchase obligations by considering the difference between the Purchaser's actual water usage during the period of curtailment or reduced water supply and the Purchaser's guaranteed purchase demand projections and such other information available to the Administrator that he or she believes can be used to assist in making the determination.
- (c) **Procedure to Reduce Guaranteed Purchase Quantities**
 - i. To reduce its guaranteed purchase quantity under this Subsection, Purchaser must give written notice to the City of its intent to do so. The notice must be given any time after the 31st day of the failure of supply, but not more than 60 days after supply has been fully reestablished.
 - ii. Having given notice under Subsection 5.F.2(c)i, Purchaser may thereafter reduce its guaranteed purchase from the City by up to 10% of the guaranteed purchase quantity in effect the day before the failure of supply each year for the remaining years of the then current contract term and the next ten year term if the contract is renewed. To reduce its guaranteed purchase for any contract year, Purchaser must provide written notice of the reduction to the City no later than December 31 of the preceding contract year. Provided that to continue reducing its minimum quantity after any contract renewal, Purchaser must give written notice to the City of its intent on or before the date of renewal.

Regional Water Sales Agreement (10 Year)

April 3, 2006

Page 17

SECTION 5 – (Continued)

- iii. If Purchaser elects to reduce its guaranteed purchase quantities pursuant to the terms of this Subsection, all other terms of the contract shall continue in effect.
- (d) Purchaser shall not have the option to reduce its guaranteed purchase obligation under this Subsection if the City's failure to supply Purchaser's guaranteed purchase was caused by Acts of God, malevolent acts, contamination of the water supply, or events beyond the City's control if the consequences of any such circumstance or event could not have been avoided through the exercise of the standards of care common and usual in the municipal water supply industry.
- (e) The ten year period for judging this obligation shall restart at each renewal of this contract. (See Section 3.F.)

G. Excess Demands

1. Reduction in Supply

Should Purchaser place demands on the system in excess of that agreed to between City and Purchaser or not in compliance with the Operating Standards adopted pursuant to Section 4, WMAB, in a manner that jeopardizes the reliability and safety of the Portland water system or compromises the City's ability to meet its obligations to other customers, the Administrator may take such steps as are necessary or advisable to protect the system. Such actions may include, but are not limited to reducing the supply of water flowing to the Purchaser. If the water system infrastructure does not allow the Administrator to make such supply reductions, the Administrator may construct control devices as may be needed to suitably control Purchaser's demands. The cost of such improvements shall be fully recovered through a surcharge billed to Purchaser and added in equal installments to the Purchaser's monthly invoices during the four months following completion of construction.

2. Calculation of Excess Demands

For purposes of Section 5.G, the Administrator shall determine whether Purchaser has imposed excess demands on the system using any information available to the Administrator that he or she determines can be used to assist in making the determination. The Administrator's determination shall be subject to review and comment by the WMAB.

H. Increased System Capacity To Meet Increased Guaranteed Purchase Quantities

- 1. If Purchaser requests an increase in its guaranteed purchase quantity pursuant to Section 5.C.2 that, in the judgment of the Administrator, cannot prudently be granted

Regional Water Sales Agreement (10 Year)

April 3, 2006

Page 18

SECTION 5 – (Continued)

because it exceeds the capacity of the system to deliver water to Purchaser, the Purchaser may request that the City undertake a study to determine what, if any, enhancements or alterations to the system, would produce sufficient system capacity to meet the increased guaranteed purchase quantity.

2. Upon Purchaser's written agreement to fund such a study of system enhancements or alterations, the City shall undertake the study. Provided that the City's obligation shall be contingent on the negotiation of a mutually satisfactory intergovernmental agreement between the City and Purchaser establishing the nature, timing, and funding of the study.

3. Upon completion of any system study provided for in this subsection, the Purchaser funding the study may request the City to undertake system enhancements or alterations sufficient to meet the increased Purchaser's proposed increased guaranteed purchase quantity.

4. Upon request for system enhancements or alterations, the City may agree to undertake the enhancements or alterations requested, under such terms and conditions as the City and Purchaser (or others) in writing mutually agree. The parties may utilize joint funding agreements, as provided for under Section 16 of this Agreement, or such other arrangements as are determined to be mutually beneficial at the time.

Regional Water Sales Agreement (10 Year)

April 3, 2006

Page 19

SECTION 6 - INTERRUPTIBLE WATER

A. In General

Purchaser may purchase water over and above its guaranteed purchase quantities under the terms and conditions set forth herein. Such water shall be termed interruptible water. Except as provided herein, the City is not obligated to sell interruptible water to Purchaser. Further, City may cease providing interruptible water at any time under procedures of Section 6.F below, even after the Administrator has accepted an offer to purchase interruptible water under procedures of Sections 6.B, 6.C and 6.D below.

B. Winter Interruptible Water

From October 1 through May 31, Purchaser may offer to purchase winter interruptible water on one day's verbal or written notice to the City. The City may provide interruptible water to Purchaser if the Administrator determines it is prudent to do so and if the Administrator accepts the Purchaser's offer either verbally or in writing.

C. Summer Interruptible Water

1. From June 1 through September 30, Purchaser may request to purchase summer interruptible water using the procedures established in this Section 6.C.
2. No later than March 15 of each year, Purchaser may submit to the City, in writing, its offer to purchase summer interruptible water supplies. The offer must identify the quantities of water to be purchased, by month, for the next June through September period.
3. No later than April 15, City of each year shall respond in writing to Purchaser's request for interruptible water, based on the Administrator's prudent estimates of system capacity and operational requirements. If the Administrator accepts Purchaser's offer without changes, then the Purchaser is obligated to purchase and the City is obligated to sell the designated quantity of summer interruptible water under the terms of this contract.
4. If the Administrator determines that it would not be prudent to agree to meet all timely requests for summer interruptible water from all Purchasers, he or she shall offer the total quantity of interruptible water he or she deems to be prudent to all requesting Purchasers as follows: each Purchaser shall be offered a quantity of interruptible water proportional to its guaranteed purchase quantity in comparison to the total of the guaranteed purchase quantities of all requesting Purchasers.

Regional Water Sales Agreement (10 Year)

April 3, 2006

Page 20

SECTION 6 – (Continued)

5. If the Administrator offers to supply Purchaser less than the full amount of summer interruptible water requested by the Purchaser, Purchaser must, within 15 days of the Administrator's offer, accept or reject the offer. If Purchaser accepts the offer, then Purchaser is obligated to purchase and the City is obligated to sell that quantity of summer interruptible water under the terms of this contract.

D. Additional Sales of Interruptible Water

Notwithstanding the other provisions of Section 6, each contract year after the Administrator has confirmed sales of summer interruptible water under Subsection 6.C. above, the Purchaser may buy and the City, acting through the Administrator, may sell additional interruptible water at that year's summer season interruptible rate and on such other terms as are mutually agreeable.

E. Confirmed Summer Interruptible Water Payment

1. Purchaser's Obligation to Make Payment

Once Purchaser and the City have agreed on a quantity of interruptible water under the terms of this section, and subject to the billing provisions of Section 15 of this Contract, except as provided in Section 6.E. 2 below, the Purchaser shall pay the City for that quantity of water agreed to at the price established by Section 8 of this Contract. The amount due shall be termed the confirmed interruptible water payment.

2. Reduction in Confirmed Interruptible Water Payment

If the City fails to deliver any of the confirmed quantity of interruptible water, the Purchaser shall be excused from paying a portion of its confirmed interruptible water payment equal to the quantity of water not delivered times the price of interruptible water.

F. Reduction or Elimination of Interruptible Water

In the event of an emergency or other condition under which continued supply of interruptible water jeopardizes the reliability of the water system, the City may cease providing interruptible water at any time on one day's written or verbal notice to the Purchaser. Under all other circumstances, the City may cease providing interruptible water at any time on 21 days written or verbal notice to the Purchaser.

Regional Water Sales Agreement (10 Year)

April 3, 2006

Page 21

SECTION 7 – RATES AND CHARGES FOR GUARANTEED PURCHASE WATER QUANTITY

A. Rate Making In General

1. The rate structure for Purchaser's guaranteed purchase quantity of water shall consist of (a) a fixed monthly charge calculated using the cost of service of typical non-volumetric services such as, but not limited to, meter reading, billing, meter purchases, meter maintenance, and relevant overhead and (b) a volume charge calculated using volumetric rates established as provided herein times the Purchaser's guaranteed purchase quantity.
2. The City shall annually establish rates and charges for the Purchaser's fixed monthly charge and guaranteed purchase quantities that do not exceed charges calculated using the principles and standards of this Section 7.
 - (a) Determination of revenue requirements using the utility basis of revenue requirements and cost of service principles as described in Manual of Water Supply Practices – M1. Principles of Water Rates, Fees and Charges. Fifth Edition. Denver: 2000 published by the American Water Works Association (hereafter "AWWA Manual M1") or in such updates as may occur from time to time, except for such deviations from AWWA Manual M1 as are described or permitted by this contract. A cost of service computer model will be used to calculate the revenue requirements, cost allocations, and resulting rates.
 - (b) The components used to determine the revenue requirements under the utility basis shall be:
 1. Operation and Maintenance (hereafter "O & M") costs;
 2. Return on Investment; and
 3. Depreciation.
 - (c) Purchaser shall not be charged for the costs incurred by the City that are incurred for the sole purpose of serving the City's retail customers. For the costs incurred serving both the Purchaser and the City's retail customers, Purchaser shall be charged an amount that equals its proportionate share of the cost, using standard cost-of-service principles, as generally described in AWWA Manual M1, unless stated otherwise herein.
 - (d) The parties understand that the City may enter into similar wholesale water sale agreements with other water utilities. If the City does so, the charges to Purchaser shall continue to be based on the Purchaser's proportionate

Regional Water Sales Agreement (10 Year)

April 3, 2006

Page 22

SECTION 7 – (Continued)

share of the cost to serve the Purchaser, based on the Purchaser's proportionate share of total demand on the system, including demand of other purchasers under similar wholesale water agreements and the City's retail customers.

- (e) The City shall treat surcharges collected under Section 5.D.2 of this agreement as an offset to the otherwise estimated annual revenue requirements for all wholesale and retail customers of the system.

B. Cost Allocations—In General

1. Costs shall be allocated to the Purchaser in accordance with generally accepted ratemaking practices and procedures, as described in AWWA Manual M1, as it may be updated from time to time, except to the extent that the procedures specified herein may deviate from the practices and procedures of AWWA Manual M1. In general, unless specified otherwise in the agreement, costs shall be allocated based on the proportionate share of costs of the assets and other revenue requirements, as provided in AWWA Manual M1.
2. Cost allocation for purposes of this contract shall be based on the "commodity demand" methodology, as defined in AWWA Manual M1, unless otherwise agreed to by Purchaser and the Administrator.

C. O & M Cost Allocation

1. Definition

For purposes of this agreement O & M expenses include the operations, maintenance, and associated overhead expenses of the City's water supply system as adopted in the City's annual budget process for the year for which the rate will be in effect except that costs for water planning studies that are expensed rather than capitalized shall be included in the O & M expenses at their actual cost rather than budgeted or anticipated costs. When use of actual costs for such studies results in a delay of recovery of costs associated with such studies, Purchaser shall also be charged interest on the funds expended from the time the costs were incurred by the City until the start of the following contract year. The interest rate shall be equivalent to the rate earned on the City's internal investment pool managed by the City Treasurer.

2. Allocations

The City shall allocate O & M costs to cost functions applied in accepted cost of service rate-making contemplated by AWWA M-1, such as commodity, peak season demand (referred to as the seasonal peaking factor under this contract), peak three days system-wide demand (referred to as the daily peaking factor under this contract), customer, and equivalent meter service based on

Regional Water Sales Agreement (10 Year)

April 3, 2006

Page 23

SECTION 7 – (Continued)

the City's best professional engineering judgment. The City shall then allocate O & M costs allocated to these respective cost functions to the Purchaser based on the Purchaser's proportionate share of retail demand and non-retail guaranteed purchase quantities for annual average demand, peak season demand, total annual non-retail bills, meters, and size of meters respectively. Allocations may also be based on peak day or peak three day demands, but for those purposes the City may include Purchaser's total demands on the Portland water system, including guaranteed purchase quantities and actual purchases of interruptible water. Definitions of allocation factors are found in Exhibit 2, which is hereby incorporated and made part of this Agreement.

3. Special Allocation to Avoid Cost Cap

In any year that the Administrator determines that standard allocation of the O & M expenses contained in the City Budget will cause specified O & M expenses to exceed the O & M cost cap as defined in Section 7.I., the Administrator may alter the O & M component of Purchaser's rates in a manner that avoids that result.

D. Capital Cost Allocations

1. Capital costs are those expenditures that result in the acquisition of or addition of fixed assets that become part of the rate base.
2. Except as specifically provided herein, capital costs shall be allocated based on Purchaser's guaranteed purchase quantity in a five-step process using best professional judgment. First, system assets included in the rate base shall be allocated to functional asset groups. Second, the resulting system assets by functional asset group shall be allocated to water service characteristics. Third, the assets allocated to each water service characteristic shall be allocated to customer classes based on their respective percentages of the water demands related to each water service characteristic. The City shall classify customer classes as retail and wholesale and shall treat each wholesale customer that serves more than 200 service connections as an individual customer class. Fourth, the asset costs allocated to each customer shall be multiplied by the rate of return to determine the return on investment for each customer class. Fifth, the working capital component of the rate base shall be allocated to customer classes in proportion to the allocation of all other rate base assets.
3. In performing these allocations, items that solely serve the City's retail customers shall be allocated to retail customers. Items that solely serve the Purchaser and other wholesale customers shall be allocated to wholesale customers. Items that serve the City and any wholesale customers shall be allocated proportionately to

Regional Water Sales Agreement (10 Year)

April 3, 2006

Page 24

SECTION 7 – (Continued)

the City, based upon its retail water demand, and the respective wholesale customers, based upon each customer's guaranteed purchase amount.

4. For the purposes of these allocations, functional asset groups are collections of common water system assets or facilities that are used to provide water service to customers. The City's functional asset group designations shall be specific enough that customer classes are not allocated costs to support assets or facilities that do not provide service or benefit to them. Definitions of functional asset groups and their allocations to customers shall be consistent with the findings contained in a document entitled *Functional Asset Groups* unless circumstances change, in which case the allocations will also be changed to reflect the use or benefit of assets and facilities under normal operating conditions. Any changes in definitions of functional asset groups shall be presented to the WMAB for review and comment. The Administrator shall provide a written explanation if WMAB recommendations are not implemented and consult with WMAB regarding his determination.
5. For the purposes of these allocations, water service characteristics may include such things as commodity, peak season demand, peak three days demand, customer, equivalent meter, and fire. For purposes of peak day and peak three day analysis, the City may include Purchaser's total demands on the Portland water system, including guaranteed purchase quantities and Purchaser's actual purchases of interruptible water. Definitions of these water service characteristics are provided in Exhibit 2.
6. The allocations of assets to functional asset groups and subsequently to water service characteristics may vary from time to time as changes to the system and its operation may occur. The revised allocations, if any such revisions occur, shall be used in the annual rate setting process, and if no revisions occur, then the previously adopted allocations shall be used for annual rate setting. The entire set of these allocations, including the initial allocations and any subsequent changes, shall be reviewed in the Cost Allocation Audits, as described in Section 7.E. below.

E. Cost Allocation Audits

1. In Contract Year 5 and every five years thereafter during the term of this contract and any extensions, an independent third party shall be retained to conduct an audit of all steps of the then-currently employed process to allocate assets and O & M to customer classes. The expert shall be instructed, as the result of its audit, to recommend any changes necessary to ensure the continued accuracy of the cost allocations consistent with the terms of this contract and the AWWA M-1 manual.

Regional Water Sales Agreement (10 Year)

April 3, 2006

Page 25

SECTION 7 – (Continued)

The expert shall be selected by a majority vote of the WMAB and the auditor expense shall be included in O & M expenses and allocated accordingly. The expert's report shall be completed by December 1 of the contract year in which the expert is hired.

2. Expert recommendations for cost allocations shall be reviewed by the WMAB and shall be implemented by the Administrator in the contract year following receipt of the recommendations unless: (1) a majority of the WMAB and the Administrator concur that the recommendations should not be implemented or (2) the Administrator determines that it would be imprudent to adopt any or all of the recommendations. In case the Administrator reaches a determination of imprudence, he or she shall explain his or her determination in writing to the WMAB and consult with WMAB concerning his or her determination.

F. Depreciation of Capital Assets

1. Depreciation expense shall be the annual depreciation expense on assets that are used, in total or in part, to serve the Purchaser, either directly or indirectly. Depreciation shall be calculated on the original cost of the assets and on a straight-line basis, using City accounting estimates of the useful lives of the assets in accordance with Generally Accepted Accounting Principles, which may differ from the actual useful lives of those assets.
2. The parties understand and agree that the assets being depreciated for these purposes may include backup facilities and other redundant facilities that may be idle for long periods of time, but which the City has determined still provide a service function to the system and the Purchaser by virtue of their backup and redundancy functions.
3. Depreciation shall not be charged for assets that are no longer able to provide service to the Purchaser or whose accounting life has expired, unless otherwise agreed to by the parties.

G. Return On Investment

Return on investment shall equal the rate of return multiplied by the value of system assets (the rate base) that serve the Purchaser.

1. Rate of Return

The rate of return for each year shall be the percentage rate of the Bond Buyer Revenue Bond Index as published by the newspaper The Bond Buyer on the previous December 1 or the City Water Bureau's embedded cost of debt on the previous December 1, whichever is higher, plus

Regional Water Sales Agreement (10 Year)

April 3, 2006

Page 26

SECTION 7 – (Continued)

one percentage point (1.0%). If the Bond Buyer Revenue Bond Index ceases to be available, the Administrator shall notify the Purchaser and consult with WMAB regarding identification of a substitute index. The substitute index shall be selected by the Administrator, in consultation with the WMAB, and shall be widely available to dealers in municipal securities, and measure the interest rate of high quality, long-term, fixed rate municipal securities. If available, an index measuring the interest rates on high quality, long-term, fixed rate municipal revenue bonds will be selected by the Administrator over a comparable general obligation bond index. Upon identification of a substitute index, the rate of return on this contract shall be the percentage rate of a substitute index plus one percentage point (1.0%).

2. Rate Base

The rate base shall equal:

- (a) Working capital, consisting of an amount equal to an average of 45 days of operation and maintenance costs for the water system supply, transmission, storage and pumping facilities that are incurred to provide service directly or indirectly to non-retail customers.
- (b) The remaining un-depreciated value, i.e., book value, of all assets that provide service, directly or indirectly, in whole or in part, to the Purchaser, including water system supply, transmission, storage, and pumping facilities, equipment, and appurtenances and any other water system assets that provide service directly or indirectly to the general water supply and transmission portion of the water system, thereby providing water supply to non-retail water customers of the City. These assets may include backup facilities and other redundant facilities that may be idle for long periods of time, but which the City has determined still provide a service to the system and Purchaser. For such assets providing water supply benefit to both retail and non-retail customers, the assets included in the rate base shall be allocated proportionately as previously described herein.
- (c) The assets initially included in the Rate Base, as of the date of this agreement, are listed in Exhibit 3. Each year, the City shall produce a new Rate Base asset list and provide it to Purchaser during the rate-making process as provided in Section 4, WMAB.
- (d) After the first year of this contract, the assets included in the Rate Base assets shall be updated each year to include all water system capital assets listed and valued in Water Bureau documents used to produce the City's most recent Comprehensive Annual Financial Report and its supporting

Regional Water Sales Agreement (10 Year)

April 3, 2006

Page 27

SECTION 7 – (Continued)

documentation, which may include capitalized interest on some or all of the relevant assets.

3. Rate Base Exclusions

The Rate Base shall exclude the following items:

- (a) Construction work in progress.
- (b) Assets that are fully depreciated, even though such assets may be still in service.

H. Prepayment of Capital Cost Share

The Purchaser may elect to pay its share of capital cost allocations for new water system assets in a lump sum cash payment or other mutually agreed upon payment terms in lieu of paying annualized rates for depreciation and rate of return for the new facilities. If Purchaser makes such cash payment, the portion of the asset cost being prepaid by the Purchaser shall be deducted from the value of the specified assets in the rate base used to calculate the Purchaser's rates. By making such cash payment, Purchaser does not obtain an ownership interest in the specified assets unless Purchaser and the City have entered into a supplemental joint ownership agreement as specified in Section 16, Joint Funding of Capital Improvements.

I. Operations And Maintenance Cost Control

To help ensure stability and predictability of wholesale rates and to permit recovery of costs of service, increases in specified O & M expenses shall be subject to limitations described below. These limits do not apply to capital costs, recovery on investment, or O & M expenses that are not specified O & M expenses.

1. O & M Cost Cap

The O & M Cost cap is the prior year's specified O & M expense any portion of which was allocated to Purchaser or any other wholesale purchasers under similar water sale agreements increased by the sum of two percentage points (2%) plus the annual rate of change of the selected CPI.

- (a) Selected CPI shall mean the CPI-Urban, West Urban (ref CUUR0400SAO) for January 1 of the year new rates are calculated, e.g., CPI of January 1, 2006, will be used to assess O & M increases in rates for July 1, 2006. If this referenced index ceases to be available, the Administrator shall notify the Purchaser and consult with WMAB regarding identification of a substitute index.

Regional Water Sales Agreement (10 Year)

April 3, 2006

Page 28

SECTION 7 – (Continued)

- (b) Specified O & M expenses are those City O & M expenses defined in Subsection I.3 below, Specified O & M Expenses and Exclusions.

2. Cost Cap Limitation

The City may not more than once in any consecutive five year period include in the calculation of Purchaser's rates, specified O & M expenses that exceed the O & M cost cap. If, however, the City's actual O & M spending (including, but not limited to specified O & M expenses) is 90% or less than the City's budgeted O & M expenses for each of the prior four years, the increase in the fifth year shall be limited to the formula of 7.I.1 above. A new five year period shall commence at each renewal of this contract.

3. Specified O & M Expenses And Exclusions

Specified O & M expenses shall be those O & M expenses, including associated overhead, incurred by the City's water system to serve directly or indirectly, in whole or in part, the Purchaser and other purchasers under similar wholesale water agreements and any portion of which is properly allocated to Purchaser or any other purchasers under similar wholesale water agreements under the terms of their contracts, except for expenses or classes of expenses excluded by this Section 7.I. The Administrator shall make a determination of specified O & M expenses and exclusions in consultation with the WMAB each year during the ratemaking processes.

- 4. Specified O & M expenses shall not include and shall therefore, exclude, the following expenses or classes of expenses:

- (a) **Pass-Through Costs.** These are costs that the parties agree are generally beyond the reasonable control of the City water system to influence. For purposes of this contract, pass through costs are those listed here.
 - i. Utilities, including electricity, water, sewer, natural gas, garbage and telephone.
 - ii. Equipment rental, such as hoists, excavators, tools and other miscellaneous equipment not included in the City's fleet.
 - iii. Operating supplies, such as treatment chemicals, lubricants and consumables related to system operation and maintenance.
 - iv. Communication Services, including but not limited to telephone, radio, microwave and fiber-optic transmission of data, voice, video and related information.

Regional Water Sales Agreement (10 Year)

April 3, 2006

Page 29

SECTION 7 – (Continued)

- v. Insurance or the expenses of self-insurance, other than workers compensation, including but not limited to costs for general liability, property, casualty and fleet coverage.
 - vi. Additional costs identified by the Administrator from time to time that are beyond the control of the City to influence in a manner similar to the specific costs listed in this subsection. Provided that the City may not exempt any such additional costs from the cost cap without first presenting proposed additions to the WMAB for review and comment.
- (b) The costs of PERS Pension Obligation Bonds (POBs) paid by the City of Portland Water Bureau.
- (c) Costs In Response to Unexpected Events or Circumstances
 - i. These are costs that arise unexpectedly or as the result of Acts of God, malevolent acts, contamination of the water supply, or events beyond the City's control, the consequences of which events or circumstances could not have been avoided through the exercise of the standards of care common and usual in the municipal water supply industry.
 - ii. The City and Purchaser shall, within 120 days of the onset of such unexpected costs commence good faith negotiations to determine what, if any, of the costs of responding to the event or circumstances, which are otherwise excluded, should be included within the Specified O & M expense.
- (d) Costs Associated With Planning Studies

These are costs to pay for City planning studies related to the Water Supply System including those studies in the City's Water Bureau Capital Improvement Program that are expensed rather than capitalized.
- (e) Costs Associated With New Facilities Or Programs
 - i. These are first time or initial increases to O & M expenses (which may affect more than one fiscal year) associated with operation and maintenance of new facilities or the functioning of new programs. New programs may include such things as responses to new state or federal mandates or regulations, or activities to improve the

Regional Water Sales Agreement (10 Year)

April 3, 2006

Page 30

SECTION 7 – (Continued)

efficiency, reliability, security or quality of the water supply. The WMAB will be consulted regarding initial O & M costs of new facilities and new programs. The parties understand and agree that O & M costs may increase in any given year in order to implement new programs or to operate or maintain new facilities without exceeding the cost cap.

- ii. Once O & M expenses for new programs or facilities are established and have become a routine part of the City's water system budget, however, those of the expenses that are not otherwise excluded from "specified O & M costs," (pass through costs, PERS expenses listed in Subsection 2 above, costs in response to unexpected events or circumstances, or costs associated with planning studies) shall be included in future calculations of the increase in specified O & M expenses.
- iii. As O & M expenses for new facilities or new programs arise, the Administrator shall consult with WMAB concerning the expenses and then determine which of those expenses should be excluded from cost cap calculations as "new O & M" and which expenses should be included within the cost cap on what schedule. The Administrator shall advise Purchaser and WMAB of his determination.

(f) Costs Incurred on Behalf of the Purchaser or WMAB

These are costs to be paid by the City by mutual agreement of the City and Purchaser or the City and the WMAB.

Regional Water Sales Agreement (10 Year)

April 3, 2006

Page 31

SECTION 8 - RATES AND CHARGES FOR INTERRUPTIBLE WATER

A. Winter Interruptible Water

The price of winter interruptible water shall be twenty percent (20%) of the Purchaser's rate for that year for its guaranteed purchase water quantity, plus any extra delivery costs (such as extra pumping) incurred by the City to deliver the water that are not included within the rate for the guaranteed purchase quantity.

B. Summer Interruptible Water

The price of summer interruptible water shall be forty-five percent (45%) of the Purchaser's rate for that year for its guaranteed purchase water quantity, plus any extra delivery costs (such as extra pumping) incurred by the City to deliver the water that are not included within the rate for the guaranteed purchase quantity.

Regional Water Sales Agreement (10 Year)

April 3, 2006

Page 32

SECTION 9 - WATER SYSTEM PLANNING AND COOPERATION

To facilitate regional water planning and resource development, Purchaser and the City agree as follows:

A. Purchaser Projected Water Usage

1. Each five years, at a minimum, starting on July 1 of Contract Year 5, Purchaser shall provide to the City estimates of the Purchaser's water demand to be purchased from the City by year, annual seasonal peaking factor, and daily peaking factor for a period of ten years including any anticipated increases in guaranteed purchase quantity.
2. In addition, in any other Contract Year in which unforeseen developments have significantly altered Purchaser's five year estimates, Purchaser shall provide the City with its revised estimates of its preferred use of Portland water for a ten year period.
3. The estimates provided for in this provision are for planning purposes only and do not commit the City or the Purchaser to either buy or supply any particular quantities of water.
4. The City shall provide WMAB a summary of the City's projected demands for all wholesale and retail demands by no later than May 1 of each year.

B. City Evaluation of Capacity of Portland Water System

1. Whenever it receives revised demand and peaking factor estimates from the Purchaser, the City shall provide the Purchaser with estimates of the capacity of the Portland water system to meet all projected system loads over the ten year planning horizon.
2. If the City determines that the Portland water system cannot meet the projected demands Purchaser and others have proposed to place on it over the ten year planning horizon, the City and Purchaser (together with other Purchasers who may wish to join the discussions) may initiate negotiations to determine if and how the Portland water system could meet the projected loads, either through reduction in demand or development of additional water system capacity.
3. In no case, however, does this contract obligate the City to sell, or Purchaser to pay for, water beyond the guaranteed purchase quantities established herein.

Regional Water Sales Agreement (10 Year)

April 3, 2006

Page 33

SECTION 10 - RESERVATION OF SYSTEM CAPACITY

At any time during the term of this contract, Purchaser and the City may enter a separate reserve capacity agreement. A reserve capacity agreement would enable Purchaser to take a specified amount of additional water from the system at a specified future time. At a time to be specified in the reserve capacity agreement, the quantity of water reserved will be added to the Purchaser's guaranteed purchase quantity under this contract and will be used to calculate the Purchaser's guaranteed purchase payment thereafter.

Unless specified otherwise in the reserve capacity agreement, costs for reserve capacity shall be charged at a rate equivalent to the rate of return on the proportionate share of the capital assets that would be used to make such capacity available, and shall be billed to the Purchaser in equal monthly installments.

Purchaser will possess no right to use the additional capacity identified in its reserve agreement until the specified future time. The City may use any or all of the reserve capacity prior to the specified future time.

Unless specified otherwise in the reserve capacity agreement, Purchaser shall provide the City written notice at least 90 days prior to the specified future time identifying if the Purchaser will (a) exercise its option to use the additional system capacity after the specified future time, (b) allow the reserve capacity agreement to expire without further action, or (c) request a new or amended reserve capacity agreement with a new specified future time.

If a request for reserve capacity can only be met by adding new assets to the system, the City will not reserve capacity for the Purchaser until the parties have reached an agreement on the method for financing and the schedule for adding the assets to the system.

Regional Water Sales Agreement (10 Year)

April 3, 2006

Page 34

SECTION 11 - CONNECTIONS AND METERING

A. Meter Ownership and Responsibility

Upon execution of this agreement, all existing water meters used to measure the water supplied by the City to the Purchaser, and associated facilities such as vaults, shall become the property of the City. In addition, when a new meter or meters are required, the City shall install on Purchaser's main, at a point near the connection with the City's main, a water meter or meters that will at all times measure the water supplied by City to Purchaser. City shall maintain the meter or meters in proper working condition, including periodic testing, calibration, maintenance and replacement of the meter(s) based on generally accepted industry standards. City agrees to notify Purchaser prior to repairing the meter.

B. Meter Costs

The cost of replacing the meter or meters and their operations and maintenance shall be included by the City in calculating Purchaser's rates.

C. Meter Access

The Purchaser shall be allowed reasonable access to meters and facilities for purposes of installing and maintaining telemetry equipment or other equipment related to the metering function.

Regional Water Sales Agreement (10 Year)

April 3, 2006

Page 35

SECTION 12 - PURCHASER-SUPPLIED WATER TO CITY RESIDENTS

A. Water Supplies To City Residents

To the extent permitted by law, Purchaser agrees, when requested by the Administrator, to provide water supply to City residents in areas adjacent to Purchaser's water mains subject to limitations of the available capacity of Purchaser's water distribution system. Water so delivered shall be metered by the City at its residents' individual services.

B. Master Metering

The City and Purchaser shall review each situation where such arrangements exist and attempt to reach agreement on the need and feasibility of installing a master meter or master meters to register the volume of water delivered to City residents. The Purchaser agrees the water delivered to City residents will be from the same source or sources as water that Purchaser delivers to its customers and shall meet all applicable drinking water regulatory requirements. The Purchaser may request the City install a master meter if the local distribution system is shown to have demonstrated leakage or unaccounted water losses in excess of 10% of the average day demand of the City residents served by system or by mutual agreement of the parties. Improvements to the local distribution system shall be made by mutual agreement of the parties.

C. Charges For Water

1. The Purchaser may charge the City up to one hundred twenty-five percent (125%) of the guaranteed purchase wholesale water rate the City charges the Purchaser. The City will credit this amount to Purchaser. Such water will not be included in the calculation of total water purchases made by the Purchaser from the City.

2. Notwithstanding the foregoing, the Purchaser may conduct a cost-of-service study to determine the cost of serving City residents. If the cost-of-service exceeds the 125% of the wholesale water rate, Purchaser may adjust the charge to the City accordingly, but not above the actual cost of service.

Regional Water Sales Agreement (10 Year)

April 3, 2006

Page 36

SECTION 13 - WATER RESOURCE CONSERVATION

A. General

1. The obligations in this Section will apply to both the City and Purchaser. Both parties to this agreement intend that water to which the City holds water rights shall be used beneficially, efficiently, and without waste.
2. The parties encourage the development of joint conservation programs where such partnerships are of mutual benefit and produce increased efficiencies in program costs or water savings. Provided, however, that funding for joint conservation programs will be established by separate agreement between the interested parties.

B. Water Managers Advisory Board

The WMAB will foster and promote efficient use of water and best management practices as outlined further in this Section. It will also be the role of the WMAB to implement the provisions of this Section. In doing so, WMAB may assign tasks to a WMAB committee or to staff of participating purchasers' subject in all cases to WMAB review and approval.

C. Water Conservation Obligations and Submission of a Water Conservation Plan

1. The Purchaser must operate water systems that are fully metered at the individual customer level or have an implementation program to complete installation of such meters by the end of the fifth contract year.
2. Unless Purchaser serves a population of 1,000 or less, Purchaser shall, on or before the end of the second contract year, and every five years thereafter, submit a Water Conservation Plan for its water system to the WMAB.
3. If Purchaser is a participant in the ORS 190 Agreement for the Regional Water Providers Consortium, it may submit the regional conservation programs as part of its Conservation Plan, but the Consortium programs, by themselves, do not constitute a Conservation Plan for the individual Purchaser.
4. Each Conservation Plan submitted must include programs specified in State of Oregon Water Resource Department Water Management and Conservation Plan Rules, as they are from time to time amended.

D. Review of Conservation Plan

1. The WMAB may, if it deems it advisable, adopt guidelines for the submission of water Conservation Plans.

Regional Water Sales Agreement (10 Year)

April 3, 2006

Page 37

SECTION 13 – (Continued)

2. Upon receipt of a Purchaser Conservation Plan, the WMAB will review the plan pursuant to the standards of this Section. In reviewing a Conservation Plan, the WMAB shall consider, at a minimum, the following factors:
 - (a) Whether the program contains the following mandatory programs
 - i. Leak detection and repair programs, if required by State Rule, that meet Oregon Administrative Rule (OAR) 690-86-150(4)(e) and, if applicable, Subsection (6)(a).
 - ii. Education and outreach programs required under OAR 690-86-150(4)(f).
 - iii. Rate structures based on the quantity of water metered at the service connection as required by OAR 690-86-150(4)(d).
 - iv. A meter testing and maintenance program as required by OAR 690-86-150(4)(c).
 - v. An annual water audit as required by OAR 690-86-150(4)(a).
 - (b) Whether the Plan includes the following discretionary programs or a showing that a particular discretionary program is neither feasible nor appropriate to the Purchaser's service area.
 - i. Technical and financial assistance programs to encourage and aid residential, commercial and industrial customers.
 - ii. Supplier financed retrofitting or replacement of existing inefficient water using fixtures, including distribution of residential conservation kits and rebates for customer investments in water conservation.
 - iii. Adoption of rate structures, billing schedules, and other associated programs that support and encourage water conservation.
 - iv. Water reuse, recycling, and non-potable water opportunities.
 - v. Other measures identified by the water supplier that would improve water use efficiency.
 - vi. Operation measures to reduce peak event impacts on the Portland system.

Regional Water Sales Agreement (10 Year)

April 3, 2006

Page 38

SECTION 13 – (Continued)

3. Within 180 days of receipt of the Purchaser's Conservation Plan, the WMAB shall approve or disapprove the Plan and advise the Purchaser in writing of its decision.
 - (a) A Water Management and Conservation Plan approved by and updated as required by the State of Oregon pursuant to the Department of Water Resources Water Management and Conservation Plan Rules will in all cases be deemed sufficient to meet the requirements for a Conservation Plan under this agreement.
 - (b) If the WMAB disapproves the Purchaser's Water Conservation Plan, it shall notify the Purchaser and provide the Purchaser with comments on the Plan's deficiencies. Within 180 days thereafter, Purchaser shall submit a revised Plan for review by the WMAB.

E. Periodic Conservation Plan Reporting

1. Purchaser shall report annually to the WMAB regarding the implementation of its Conservation Plan.
2. Each five years after approval of its Conservation Plan, Purchaser shall report to the WMAB the estimated actual water savings from its Conservation Plan.

Regional Water Sales Agreement (10 Year)

April 3, 2006

Page 39

SECTION 14 – WATER CURTAILMENT AND PROTECTION OF THE WATER SYSTEM

- A. During times when water supplies are not adequate to meet the aggregate of all demands placed upon the Portland water system, the City and participating Purchasers need to have a plan in place to reduce or curtail demands so that fire, life, safety and other high priority needs are met. It is to the benefit of all of the users of the Portland water system that plans for curtailment be agreed upon in advance and that plans for curtailments be coordinated among water providers.
- B. By signing this agreement, Purchaser and City acknowledge that unforeseen or unavoidable circumstances may limit the amount of water available to City for sale and distribution, whether temporarily or permanently. Should the available supply fall below the aggregate of all demands placed on the City system, or should it be reasonably predicted that supply will fall below demands before other supplies are available, the Administrator of the Bureau of Water Works may declare that a water shortage is in effect.
- C. WMAB shall develop and recommend to the Administrator a Curtailment Plan. The Administrator shall adopt the recommended Curtailment Plan with such alterations as he or she deems necessary or advisable. The Curtailment Plan shall be designed to accomplish reductions in demand necessary, in the event of a water shortage, to protect the system's capacity to supply water for fire, life, safety, and other high priority needs. The curtailment plan shall establish procedures, as well, whereby two or more participating Purchasers may coordinate their demand reductions to accomplish, jointly, total necessary system demand reductions imposed on them, even if one or more Purchasers individually do not meet the reductions required of its separate system.
- D. Whenever the Administrator has declared a water shortage, any adopted Curtailment Plan shall be in effect. If there is no adopted Curtailment plan, the Administrator shall require implementation of measures he or she deems necessary or advisable to reduce all demands, retail and wholesale, proportionally based on annual retail usage for the previous contract year and on annual guaranteed purchase quantities (excluding interruptible water) furnished under this agreement for the previous contract year.
- E. If the Administrator declares a water shortage, Purchaser shall implement measures sufficient to meet the requirements of the Curtailment Plan (or other requirements of the Administrator for proportional reduction in demand if no Curtailment Plan has been adopted). Purchaser may do this through implementation of measures contained in the Curtailment Plan, similarly effective measures found in Purchaser's own plan adopted under OAR Division 86 or required as part of a State declared drought under ORS 536.720-740, or through agreements with other Purchasers of water under similar wholesale water agreements that result, jointly among the agreeing Purchasers, in a total

Regional Water Sales Agreement (10 Year)

April 3, 2006

Page 40

SECTION 14 – (Continued)

reduction in system demand equivalent to that required in the Curtailment Plan or, if there is no Plan, the Administrator's order for proportional reductions.

- F. The City shall monitor compliance with Curtailment Plan on a schedule established in the Plan or at least every two weeks throughout the duration of the declared water shortage.
- G. If, after the Administrator declares a water shortage, Purchaser is unable individually, or in cooperation with other purchasers as contemplated by Subsection E. above, to achieve the required reductions in the use of water supplied under this contract, the Administrator may act to reduce the amount of water supplied to the purchaser so that it does not exceed that amount specified under curtailment measures.

Regional Water Sales Agreement (10 Year)

April 3, 2006

Page 41

SECTION 15 – BILLING AND PAYMENT

A. Guaranteed Purchase Payment

1. Monthly Billing

The City shall bill Purchaser its fixed monthly service charge plus a portion of its annual guaranteed purchase volumetric payment obligation each month. The monthly volumetric charge shall be the product of the monthly usage estimates, as determined in Sections 15.A.2(a) or (b) below, times that year's rate per unit of water.

2. Monthly Usage Estimates

(a) No later than March 15 of each year, Purchaser shall submit to the City a projection of its demands for the next year, by month, which demands must total to the Purchaser's guaranteed purchase quantity and must be consistent with the Purchaser's seasonal peaking factor. It is recognized these demand projections will be estimates and actual demands may vary from projected demands but such departures from estimates do not relieve the Purchaser from obligations such as guaranteed purchase quantity and adherence to seasonal peaking factor, as specified elsewhere in this agreement.

(b) If the Purchaser has not by March 15 of each year submitted its projected demands for the next year or if a timely submission is inconsistent with the Purchaser's then current contractual guaranteed purchase quantity and seasonal peaking factor, the Administrator shall consult with Purchaser to obtain new or revised projected demands. If thereafter the Purchaser does not submit projected demands that are consistent with its then current contractual guaranteed purchase quantity and seasonal peaking factors, the Administrator may use the previous year's demand projections or other projections that are consistent with Purchaser's contractual guaranteed purchase quantity and seasonal peaking factors, to make rates and to operate the system.

B. Summer Interruptible Water

If the Purchaser and City have agreed to the sale of summer interruptible water, the City shall bill the Purchaser for the total confirmed interruptible water payment in four equal amounts for the months of June, July, August, and September. Provided, that if the City fails to deliver interruptible water requested by the Purchaser, the Purchaser shall be excused from paying the portion of its confirmed interruptible water payment equal to the quantity of water not delivered times the price of interruptible water.

Regional Water Sales Agreement (10 Year)

April 3, 2006

Page 42

SECTION 15 – (Continued)

C. Billing for Water Purchases Above Guaranteed Purchase Amounts and Above Confirmed Peak Season Interruptible Water Quantities

Within 62 days of the end of each contract year (that is, by September 1), the City shall review the Purchaser's meter records for the previous contract year under this agreement. If the Purchaser has taken water above either its guaranteed purchase amount or its confirmed peak season interruptible water quantities, the City shall bill Purchaser for those water deliveries no later than September 30. Charges shall be calculated as follows:

If the Purchaser has taken at least its annual guaranteed purchase quantity over the full contract year, then water supplied to Purchaser from October 1 to May 31 in excess of its estimated monthly guaranteed purchase quantity for those same months shall be charged the appropriate rate for winter interruptible water times the quantity of excess water taken.

If the Purchaser has taken at least its annual guaranteed purchase quantity over the full contract year, then water supplied to Purchaser from July 1 through September 30 and from the subsequent June 1 through June 30 in excess of the total of its estimated monthly guaranteed purchase quantity for those same months and its confirmed summer interruptible water quantities (if any) for those same months shall be charged the appropriate standard rate applicable to its guaranteed purchase quantity times the quantity of excess water taken.

D. Payment Schedule

Bills are due upon receipt, and subject to a collection fee if not paid on or before the thirtieth day following the billing date. Collection fees shall be established each year in the annual City ordinance establishing rates.

E. Charges In Case of Meter Failure

Should any meter fail to measure accurately the water passing through said meter, the charge for water used during the time the meter is out of service shall be based on the City's estimates of the volume of water supplied based on usage patterns and statistics for prior periods.

F. Disputes

In the case of disputes over billings for water, Purchaser shall pay the undisputed amount when due and the disputed amount shall be resolved through Dispute Resolution. The Purchaser shall pay interest at a rate equivalent to the rate earned on the City's internal investment pool managed by the City Treasurer on any disputed amounts found through dispute resolution or litigation to be due the City.

Regional Water Sales Agreement (10 Year)

April 3, 2006

Page 43

SECTION 16 –JOINT FUNDING OF CAPITAL IMPROVEMENTS

The City and Purchaser or group of Purchasers may enter into separate agreements for the purpose of mutually funding capital improvements where such improvements are determined to be in their mutual interest. The City and Purchasers or others involved in mutually funding capital improvements may also enter into separate agreements for the conditions and pricing of sale for water supplies derived from such mutually funded improvements. Such separate agreements may include provisions for acquisition of ownership of assets and/or capacity by Purchaser. If provided in the joint funding agreement, Purchaser may include its proportionate ownership share of such assets in its calculation of system develop charges and rates.

Regional Water Sales Agreement (10 Year)

April 3, 2006

Page 44

SECTION 17 – DISPUTE RESOLUTION

In case of disputes arising out of this agreement, including disputes regarding the interpretation of any provision of the agreement, subject to the terms of this Section, either party may seek all remedies available at law or in equity. The parties agree, however, prior to commencement of any suit, they shall first engage in dispute resolution as provided in the Section.

Step 1. Notice of Dispute

Prior to commencement of litigation of a dispute, either party must first provide the other with a written notice describing the dispute and submitting the dispute to resolution under this Section. Such notice shall commence the dispute resolution process.

Step 2. Negotiation

Each party shall designate a person or persons to negotiate the dispute on its behalf, shall make a good faith effort to exchange information and data related to the dispute, and shall meet to negotiate a dispute resolution. If the dispute is resolved at this step, the parties will memorialize the agreement by a written determination of such resolution, signed by the designated representatives of the parties.

Step 3. Mediation

If the dispute has not been resolved within 45 days of the date of the notice of dispute, or such longer time as is mutually agreed by the parties, the parties shall submit the matter to mediation. The parties shall attempt in good faith to agree on a mediator. If they cannot agree, they shall request a list of five mediators from an entity or firm providing mediation services. The parties shall attempt in good faith mutually to agree on a mediator from the list provided, but if they cannot agree, each party shall select one name. The two selected shall select a third person and the dispute shall be heard by a panel of three mediators.

Any common costs of mediation, including the cost of mediation, shall be borne equally by the parties. Each party shall bear its own individual costs therefore. Mediation shall not continue more than 105 days past the initial notice of dispute unless mutually agreed by the parties. If the dispute is resolved at this step, a written determination of such resolution shall be signed by the designated representatives of the parties.

Step 4. Arbitration

If the dispute has not been resolved through negotiation or mediation with the time set by this agreement, within 15 days of the end of mediation, or such other time as is mutually agreed, the parties may submit the dispute to arbitration under mutually agreeable terms. In the absence of

Regional Water Sales Agreement (10 Year)

April 3 2006

Page 45

SECTION 17 – (Continued)

such an agreement, the dispute resolution process under this agreement shall be deemed ended and the parties shall be free to pursue other remedies.

Any litigation between the parties arising under or regarding this agreement shall be conducted in the Multnomah County Circuit Court of Oregon. In any litigation, each party shall bear its own costs and attorney's fees.

Regional Water Sales Agreement (10 Year)

April 3, 2006

IN WITNESS WHEREOF, Purchaser has, pursuant to official action of its governing body on the _____ day of _____, 20____, duly authorizing the same, caused its proper officers to execute this instrument on its behalf and its corporate seal to be affixed hereto, and City has caused this instrument to be signed by its Mayor and Commissioner-in-Charge of the Bureau of Water Works, all of which is in triplicate.

PURCHASER:

Purchaser

By

Approved as to form:

(Title)

Attest

Purchaser's Attorney

(Title)

Date

CITY OF PORTLAND:

By

Mayor

Approved as to form:

By

Commissioner-in-Charge

City Attorney

Date _____

Regional Water Sales Agreement

Exhibits

City of Tigard

April 3, 2006

Exhibit 1

Water District Usage Characteristics

City of Tigard		
Guaranteed Purchase Quantity	4.5	MGD
Peak Season Purchase	6.5	MGD
Seasonal Peaking Factor	1.44	
Highest Three Consecutive Days	9.1	MGD
Daily Peaking Factor	2.02	

Purchase Quantities by Month by Fiscal Year

Monthly demand data illustrative only will be refined by purchaser

City of Tigard					
Month	Daily Average – MGD	Month Total – MG	Month	Daily Average – MGD	Month Total – MG
July	6.5	200.9	January	3.5	108.5
August	6.5	200.9	February	3.5	98.0
September	6.5	194.4	March	3.5	108.5
October	4.0	124.0	April	3.5	105.0
November	3.5	105.0	May	3.5	108.5
December	3.5	108.5	June	6.0	180.0

Meter data will be available prior to signing contract

Existing Meter Connections			
Location	Size	Meter #	Pressure

Regional Water Sales Agreement (20 Year)

April 3, 2006

Exhibit 2.

Definitions of allocation factors

Allocation to Water Service Parameters

The functionalized items shall be allocated to the water service parameters listed below by the retail customer, wholesale customer and specific groups following the Commodity Demand method described in the AWWA's Manual M1.

Commodity Items

Commodity items shall be identified as described in the AWWA Manual M1. These are items whose cost varies almost entirely directly with the amount of water supplied.

Peak-Season Demand

Items that are designed to meet the peak-season needs of the system shall be allocated as Peak Season Demand.

Peak Day or Peak Three-Day Demand

Items that are designed to meet the peak day or peak three-day needs of the system shall be allocated as Peak Day or Peak Three-Day Demand.

Customer

Items allocated to customer shall be allocated based on the number of accounts for each customer class.

Equivalent Meter

Items allocated to equivalent meter shall be allocated based on the number of equivalent meters. The equivalent meter ratios used to relate meters by size to the number of equivalent meters shall relate to the City's estimated costs of owning and maintaining the meters. Whenever possible, the values listed in the AWWA Manual M1 shall be used.

Fire

Any cost related to fire (either direct fire or indirect fire) shall be allocated to the parameter of fire. Since fire-related costs are incurred solely for the City, no fire related costs, except for the cost of water passing through the purchaser's meter, shall be included in the cost of water for the purchaser.

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Regional Water Sales Agreement (20 Year)

April 3, 2006

Exhibit 3

Fixed Assets as of June 30, 2005

Fixed Asset Cost Pools	Rate Base Value	Annual Depreciation
Arlington Heights	329,363	22,258
Arnold	1,510,800	52,514
Burlingame 643	1,081,402	72,778
Burlingame Regulated	117,331	9,180
Calvary	278,239	9,125
Council Crest	240,711	16,391
Indirect	7,633,800	1,039,261
Joint	117,679,576	5,555,781
Mt. Tabor 411	3,229,474	229,372
Parkrose 261	912,239	32,239
Pipe	176,262,331	4,893,188
Portland Heights	195,271	10,503
Portland Retail	103,610,826	4,277,385
Sam Jackson PS	107,265	6,679
Washington Park 229	763,432	31,804
Washington Park 299	1,911,795	98,048
Washington Park Common	2,229,103	192,106
Washington Park PS	585,406	57,830
Totals	418,678,362	16,606,439

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Regional Water Sales Agreement (20 Year)

April 3, 2006

Exhibit 4

Functional asset groups include the following general categories (see also Cost Pool Table below):

- Source of Supply
- Terminal Storage and Conduits
- Treatment
- Treatment Chemicals and Power
- Burlingame 643 Pumping and Storage / Power
- Arnold Pumping and Storage / Power
- Arlington Heights Pumping and Storage / Power
- Tabor 411 Storage
- Parkrose 261 Storage
- Portland Heights Pumping and Storage / Power
- Washington Park 229 Storage, Pumping, and Treatment / Power & Chemicals
- Council Crest Pumping and Storage / Power
- Calvary Pumping and Storage / Power
- Burlingame Regulated Pumping and Storage / Power
- Washington Park 299 Pumping and Storage / Power
- Joint Equivalent Meters
- Washington County Supply Line— Portland Only
- Retail Direct and Indirect
- Indirect Storage / Pipe
- Indirect

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Regional Water Sales Agreement (20 Year)

April 3, 2006

Exhibit 4 - continued

City of Portland - Wholesale Rate Model

CustChar 7 - Percentage of Customer's Demand Through Cost Pools (old Table 14)

Customer	Arlington Heights	Arnold	Burlingame 643	Burlingame Regulated	Calvary	Council Crest	Joint	Mt. Tabor 411
Service Area 1 Water Cos.							100%	
City of Gresham							100%	
Lusted Water District							100%	
Pleasant Home Water District							100%	
Rockwood Water PUD							100%	3%
Palatine Hill Water District							100%	100%
Burlington Water District							100%	100%
Lake Grove Water District		100%	100%				100%	100%
City of Tigard			100%				100%	100%
Valley View	22%				22%	78%	100%	100%
West Slope Water District	100%						100%	100%
TVWD			6%				100%	6%
Raleigh Water District			2%				100%	2%
City of Tualatin			2%				100%	2%
City of Portland	3.80%	1%	8%	2%	3%	0%	100%	95%

Customer	Parkrose 261	Portland Heights	Portland Retail	Sam Jackson PS	Washington Park 229	Washington Park 299	Washington Park PS	WCSL
Service Area 1 Water Cos.								
City of Gresham	3%							
Lusted Water District								
Pleasant Home Water District								
Rockwood Water PUD								
Palatine Hill Water District					100%	100%		
Burlington Water District					100%	100%		
Lake Grove Water District						2%		
City of Tigard						2%		
Valley View		78%		70%		100%	30%	
West Slope Water District						100%	100%	
TVWD								96%
Raleigh Water District								100%
City of Tualatin								100%
City of Portland	3%	1%	49%	4%	10%	21%	5%	1%

Draft

Agenda Item #

11

Meeting Date

May 23, 2006

COUNCIL AGENDA ITEM SUMMARY

City Of Tigard, Oregon

Issue/Agenda Title An Ordinance Amending the Tigard Municipal Code by Adding a Definition of "City Engineer."

Prepared By: Craig Prosser Dept Head Okay CP City Mgr Okay CP

ISSUE BEFORE THE COUNCIL AND KEY FACTS

Should the Council amend the City Code to define "City Engineer" to mean the person designated by the City Manager to perform that function?

STAFF RECOMMENDATION

Adopt the ordinance amending the City Code to define the term "City Engineer."

KEY FACTS AND INFORMATION SUMMARY

City Code and State Statutes contain numerous references to the term "City Engineer." In Tigard, the City Engineer has traditionally been the head of the Engineering Department. This may not always be the case, and there may be some specific functions from time to time that would more appropriately be performed by other professional engineering staff.

The proposed Code amendment defines "City Engineer" as the person designated by the City Manager to fulfill the responsibilities of City Engineer, and it allows the City Engineer responsibilities to be delegated. This change allows the flexibility to meet organizational needs and clarifies responsibilities.

OTHER ALTERNATIVES CONSIDERED

Do not amend Code.

COUNCIL GOALS AND TIGARD BEYOND TOMORROW VISION STATEMENT

This change adds flexibility to the City's ability to organize itself and the work it performs in support of City Council and Tigard Beyond Tomorrow Goals.

ATTACHMENT LIST

None.

FISCAL NOTES

There is no cost to this change.

CITY OF TIGARD, OREGON
TIGARD CITY COUNCIL
ORDINANCE NO. 06-_____

AN ORDINANCE AMENDING THE TIGARD MUNICIPAL CODE BY ADDING A
DEFINITION OF "CITY ENGINEER"

WHEREAS, some provisions of state statutes and the Tigard Municipal Code use the term "City Engineer" but the position of City Engineer is not provided for by the Charter or the Code and no definition of that term is included in the Code;

WHEREAS, the City is in the process of reorganizing its departments, including the Engineering Department

NOW THEREFORE, THE CITY OF TIGARD ORDAINS AS FOLLOWS:

SECTION 1: The Tigard Municipal Code is amended by adding a new Section 1.04.010 to read:

1.04.010 Definitions

The following definitions apply to all provisions of this code:

1. "City Engineer" means the person designated by the City Manager to fulfill the responsibilities of City Engineer established by this code or by state statute. The City Manager may designate different persons to fulfill different responsibilities, and those responsibilities may be further delegated.

SECTION 2: This ordinance shall be effective 30 days after its passage by the Council, signature by the Mayor, and posting by the City Recorder.

PASSED: By _____ vote of all Council members present after being read by number and title only, this _____ day of _____, 2006.

Catherine Wheatley, City Recorder

APPROVED: By Tigard City Council this _____ day of _____, 2006.

Craig Dirksen, Mayor

Approved as to form:

City Attorney

Date